

UNOFFICIAL COPY

03706093
[Signature]

NON - HOMESTEAD AFFIDAVIT (FOR USE IN TORRENS TRANSACTIONS)

REVISED 4/86 NGL

I/We, George HANUS, being the title holder(s) to the property registered on Certificate Number

Volume _____, Page _____, in the Office of the Registrar of Titles, Cook County, Illinois, and being

married to BARBARA HANUS

STATE(s):

(1) That the property herein is not homestead property.

(2) (a) That the property herein is held and used, _____

COMMERCIAL

(insert general purposes: Industrial, Investment, Commercial) and is (2) (b)

Vacant/developed with one story building

(3) That no proceeding is now pending or contemplated by affiant, nor does affiant know or believe that any proceeding is contemplated by the spouse of same under the Dissolution of Marriage Act, Ill. Rev. Stat., Ch. 40, §101, et seq.

(4) That neither affiant(s) nor the spouse(s) of same is/are residing on said premises.

This affidavit is made to induce the Registrar of Titles to accept a certain deed of conveyance effecting said property without the signature(s) of the spouse(s); Said affiant(s) agree(s) to save harmless the Registrar of Titles from any loss, claim, damage and expenses related hereto sustained by acceptance of the said deed and waiving any objection as to homestead rights.

[Signature]

Subscribed and sworn to before me this 9th day of May A.D. 1988.

(SEAL)

Vioma H Page
Notary Public

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EXHIBIT A

Lots 10, 11, 12 and 13 in Stinson's Subdivision of Blocks 1, 2 and 10 in Canal Trustee Subdivision of the East 1/2 of Section 31, Township 39 North, Range 14 East of the Third Principal Meridian (Except that part thereof lying East of a line 67 feet West of and parallel with the East line of said Section, heretofore taken by the City of Chicago for Streets) in Cook County, Illinois.

RE Tax Identification Nos.	17-31-206-012
	17-31-206-013
	17-31-206-014
	17-31-206-015
	17-31-206-016
	17-31-206-017
	17-31-206-018
	17-31-206-021

Address: 2150 South Ashland Avenue
Chicago, Illinois

Property of Cook County Clerk's Office

3706693

STINSON

DEED IN TRUST **UNOFFICIAL COPY** 3706693

The above space for recorder's use only

71-57-534 D1

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, George D. Hanus, a married person of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars (\$ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation as Trustee under the provisions of a certain Trust Agreement, dated the 21st day of April 19 88, and known as Trust Number 5361, the following described real estate in the County of Cook and State of Illinois, to wit: Street address: 3150 South Ashland Avenue, Chicago, Illinois

Legal description:

See Exhibit A attached hereto and made a part hereof.

- Real Estate Tax ID No. 17-31-206-012
- 17-31-206-013
- 17-31-206-014
- 17-31-206-015
- 17-31-206-016
- 17-31-206-017
- 17-31-206-018
- 17-31-206-021

* married to Barbara Hanus.

This property is not homestead property.

TO HAVE AND TO HOLD the said real estate with the equities here upon the trusts, and for the uses and purposes upon the limitations set forth in said Trust Agreement

Full power and authority consistent with the above described Trust Agreement is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to execute any condition or part thereof, and to repurchase said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, in conveyance either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust, and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to mortgage, to pledge, or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by lease in compliance with the terms of a future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to renew or extend such lease upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the premises and to contract in the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, to buy or assign any right, title or interest in or about or appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it should be lawful for any person acting in the name, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to which said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee or any successor in trust, be obliged to see to the application of any purchase money, rent or money hereunder or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be called or privileged to dispute into any of the terms of said Trust Agreement and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, for that at the time of the delivery thereof the trust created by this indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of his, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that certain Amalgamated Trust & Savings Bank, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for damages if any of its agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such claim, judgment, decree or damages shall be the responsibility of the individual or individuals hereunder or entered into by the Trustee in connection with said real estate and shall be entered into by it in the name or the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the election of the Trustee, in its own name, as Trustee of an express trust and not individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or liability except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All persons and corporations whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, rents and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, rents and proceeds thereof as aforesaid, the intention hereof being to vest in said Amalgamated Trust & Savings Bank the entire legal and equitable title to, in simple, in and to all of the real estate above described.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or terminal, the words "in trust," or upon condition, or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 29th day of April 19 88

George D. Hanus
George D. Hanus

STATE OF Illinois)
County of COOK) ss Thomas H. Page, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George D. Hanus married to Barbara Hanus

personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this 12 day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and seal this 29th day of April A.D., 19 88
Thomas H. Page
Notary Public

My commission expires 8/16/88

Exempt under provisions of Paragraph e, Section 200.1-296 of Chicago Transaction Tax Act.
Thomas H. Page
Date 4/29/88
Signature

Exempt under provisions of Paragraph e, Section 4, Real Estate Transfer Tax Act.
Thomas H. Page
Date 4/29/88
Signature

This space for Affirming Riders and Revenue Stamps

3706693

Document Number

MAY 06 1988 REAL DESCRIPTION AFFECTS PROPERTY ON 1025225 AND OTHER PROPERTY - Duffell

Mail to: **Amalgamated Bank** ONE WEST WACKER CHICAGO ILLINOIS 60606 Attention: TRUST DEPARTMENT

THIS INSTRUMENT PREPARED BY: Thomas H. Page, Esq., Barack, Ferrazzano, Kirschbaum & Perlman 333 West Wacker Drive, Suite 1120 Chicago, IL 60606

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Property of Cook County Clerk's Office

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5225
KINGSTON
IN 06693

1992 MAY 16 11:00 AM

CHICAGO TITLE INSURANCE CO.

Age of Grantor

Address

706693

Wife

Submitter

AG 10 JUST

Explaination

Reference to

So

371

CHICAGO TITLE INS

7151534