

# UNOFFICIAL COPY

## NON - HOMESTEAD AFFIDAVIT (FOR USE IN TORRENS TRANSACTIONS)

REVISED 4/86 HGL

I/We: IVAN L. DAVIS, being the  
title holder(s) to the property registered on Certificate Number  
1469491 Volume 2943-1, Page 246, in the  
Office of the Registrar of Titles. Cook County, Illinois, and being  
married to DIANE L. DAVIS

STATE(s):

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

(2) (a) That the property herein is held and used, \_\_\_\_\_  
for investment

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

~~was~~ developed with a four-unit apartment 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.

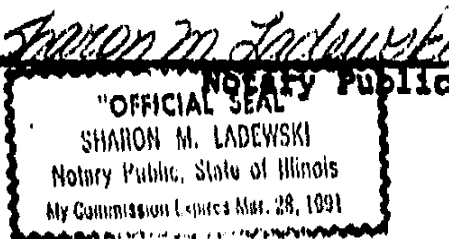
(4) That neither affiant(s) nor the spouse(s) of same  
is/are residing on said premises.

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.

Ivan L. Davis  
IVAN L. DAVIS

Subscribed and sworn to  
before me this 21st  
day of January  
A.D. 1991.

(SEAL)



DEED IN TRUST  
(QUIT-CLAIM)

UNOFFICIAL COPY

3542044

(The Above Space For Recorder's Use Only)

ADD 30262 ORLAND

THIS INDENTURE WITNESSETH, that the Grantor IVAN DAVIS, married to  
DIANE L. DAVIS  
of the County of Cook and State of Illinois, for and in consideration of the sum  
of TEN & 00/100 Dollars, ( \$ 10.00 ), to hand paid, and of other good and valuable considerations, receipt of which is hereby duly  
acknowledged, convey, and Quit-Claim unto Bank of Chicago / Garfield Ridge, an Illinois bank-  
ing corporation of Chicago, Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee  
under the provisions of a certain Trust Agreement, dated the 20th day of December, 1990, and known as Trust Number  
90-12-6, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lots 32 and 33 in Block 12 in Argo Fourth Addition to Summit, being  
a Subdivision of the Southwest 1/4 of the Southeast 1/4 of Section  
13, Township 38 North, Range 12, East of the Third Principal Meridian,  
in Cook County, Illinois. P.I.N. 18-13-415-022 and -021.

SUBJECT TO: General taxes for the year 1990 and subsequent years; building set-  
back line of 16 feet (from the South lot line); covenants and restrictions  
contained in Document Number LR115103.

THIS IS NOT HOMESTEAD PROPERTY.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in  
said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee with respect to the real estate or any part or parts of it, and at any time or  
times to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to  
vacate any subdivision or part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to pur-  
chase, to sell on any terms or in any manner, either with or without consideration, to convey said real estate or any part thereof to a successor  
Trustee, in trust, to distribute, to mortgage, 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 leases to commence in the present or in the future and upon any  
terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend  
leases 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 pur-  
chase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to  
partition or to exchange all real estate, or any part thereof, for other real or personal property, to grant easements or charges of any  
kind, to release, convey or assign any right, title or interest in or about or encumber appurtenances 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 would be lawful for any  
person owning the same to deal with the same, 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 in whom 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 borrowed or advanced on the trust property, or be obliged to see that the  
terms of the trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said  
Trustee, or be obliged or privileged to inquire 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 trust property shall be conclusive evidence in  
favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery  
thereof the trust created by this Deed and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instru-  
ment was executed in accordance with the trusts, conditions and limitations contained herein and in said Trust Agreement or in all  
amendments thereof, if any, and is binding upon all beneficiaries thereunder, (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 con-  
veyance 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, her or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, neither 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 anything it or they  
or its or their 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 thereof, in or about the person or property hereunder, in or about said real estate, any and all such liability  
being hereby expressly waived and released. Any contract, obligation or liability, legal or equitable, entered into by the Trustee in con-  
nection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-  
fact, hereby irrevocably authorized 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 indebtedness  
except only in so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and dis-  
charge 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, avails and proceeds arising from the sale or any other disposition of the trust property, 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 trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention thereof being to  
vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.

If the title to any of the trust property 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 memorial, 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, B, and releases B, any and all right or benefit under and by virtue of any and all  
statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the Grantor IVAN DAVIS executed his accounts set his hand, and seal, this 20th  
day of December, 1990.

IVAN DAVIS (Seal) DIANE L. DAVIS (Seal)

STATE OF ILLINOIS  
COUNTY OF COOK

OFFICIAL SEAL  
THOMAS P. RUSSIAN  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. JULY 14, 1993

I, THOMAS P. RUSSIAN,  
aforesaid, do hereby certify that IVAN DAVIS, married to DIANE L. DAVIS  
personally known to me to be the same person, whose name is IVAN DAVIS, subscribed to the foregoing instrument, appeared be-  
fore me this day in person and acknowledged that, he signed, sealed and delivered the said instrument as his free and volunt-  
ary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  
GIVEN under my hand and Notarial Seal this 20th day of December, 1990.

Commission expires July 14, 1993

Thomas P. Russian  
NOTARY PUBLIC

Document Prepared by: AND MAIL TO:  
THOMAS P. RUSSIAN  
GOLDSTINE, SERODZKI, RUSSIAN, NEMEC  
AND HOFF, LTD.  
15255 S. 94th Ave., Suite 601  
Orland Park, IL 60462  
PH: (708) 403-6030

ADDRESS OF PROPERTY:  
7540 West Glue Place  
Summit, Illinois 60501  
(THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES  
ONLY AND IS NOT A PART OF THIS DEED.)  
SEND SUBSEQUENT TAX BILLS TO:  
IVAN DAVIS  
7404 W. 64th Street  
Summit, IL 60501  
(Address)

AFFIX STAMP OF REGISTERED INSTRUMENT PARAGRAPH 1, SECTION 4,  
Real Estate Transfer Tax Act.

Thomas P. Russian  
Buyer, Seller or Representative  
Date 12/20/90

3542044

3542044  
DOCUMENT NUMBER

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RETURN TO: Bank of Chicago / Garfield Ridge  
6353 West 55th Street  
Chicago, Illinois 60638

14109491  
INDICATE

TRUST NO. 90-12-6

3942044

**DEED IN TRUST**

(QUIT CLAIM DEED)

TO

Bank of Chicago / Garfield Ridge

Chicago, Illinois

TRUSTEE

3942044

Property of Cook County Clerk's Office

1234567890  
CHICAGO, ILLINOIS 60602

430262