

# UNOFFICIAL COPY

## SCRIVENER'S AFFIDAVIT

Prepared By: (Name & Address)

Leon Zelechowski  
111 W. Washington St. Suite 1110  
Chicago, IL 60602

Property Identification Number:

04-33-106-004

Document Number to Correct:

2103219032

### ATTACH COMPLETE LEGAL DESCRIPTION

I, Leon Zelechowski, the affiant and preparer of this Scrivener's Affidavit, whose relationship to the above-referenced document number is (ex. drafting attorney, closing title company, grantor/grantee, etc.): drafting attorney, do hereby swear and affirm that Document Number: 2103219032, included the following mistake: Incorrect ATG Trust Company Trust Number: 9948 which is hereby corrected as follows: (use additional pages as needed), or attach an exhibit which includes the correction - but DO NOT ATTACH the original/certified copy of the originally recorded document: Correct ATG Trust Company Trust Number: 9943. Finally, I Leon Zelechowski, the affiant, do hereby swear to the above correction, and believe it to be the true and accurate intention(s) of the parties who drafted and recorded the referenced document.

[Signature]  
Affiant's Signature Above

3/8/2021  
Date Affidavit Executed

### NOTARY SECTION:

STATE of Illinois)

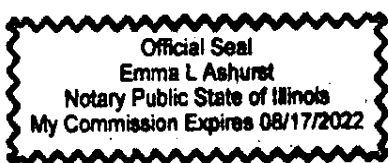
COUNTY of Cook)

I, Emma L. Ashurst a Notary Public for the above-referenced jurisdiction do hereby swear and affirm that the above-referenced affiant did appear before me on the below date and affix her/his signature or marking to the foregoing Scrivener's Affidavit after providing me with a government issued identification, and appearing to be of sound mind and free from any undue coercion or influence.

### AFFIX NOTARY STAMP BELOW

Notary Public Signature Below Date Notarized Below

emma l. ashurst 3/8/2021



\*2107719014\*

Doc# 2107719014 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/18/2021 09:49 AM PG: 1 OF 3

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LAND TRUST AGREEMENT

THIS TRUST AGREEMENT dated this 20th day of February, 2002, known as Trust No. 9943, is to certify that THE NORTHERN TRUST COMPANY, Successor by Merger to NORTHERN TRUST BANK/LAKE FOREST National Association, hereinafter referred to as the BANK, qualified to accept and execute trusts under the laws of Illinois, as trustee hereunder, is about to take legal and equitable title to property in Cook County, having the following LEGAL DESCRIPTION:

**LOT 12 IN KEMPSTON COUNTRYSIDE, BEING A  
SUBDIVISION OF THE EAST HALF OF THE NORTH WEST  
QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE  
12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.**

**COMMONLY KNOWN AS 1136 LONGMEADOW DRIVE, GLENVIEW, IL 60025**

**PIN #: 04-33-106-004**

otherwise known as (address) 1136 Longmeadow Drive, Glenview, Illinois 60025

(This legal description is a permanent part of this Trust Agreement and will remain so even if conveyed out prior to the closing of this Trust. A separate record of real estate currently in this trust can be requested from the Trustee.)

When the trustee has taken title to the property or has accepted in writing title to any other property conveyed to it as trustee hereunder, the trustee will hold it for the uses and purposes and upon the trusts herein stated. Any other property conveyed to the trustee without written acceptance by the trustee shall not be subject to the agreement. The following named persons shall be entitled to the earnings, avails and proceeds of said property according to the respective interests herein set forth and shall be referred to as the BENEFICIARIES:

Ella Shlyak  
P.O. Box 1412  
Highland Park, IL 60035

#### BENEFICIARY'S INTEREST DEFINED

It is understood and agreed between the parties hereto, and by any person or persons who may become entitled to any interest under this trust, that the interest of any beneficiary hereunder shall consist solely of a power of direction to deal with the title to said property and to manage and control said property as hereinafter provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of said premises, and that such right in the avails of said property shall be deemed to be personal property, and may be assigned and transferred as such; that in case of the death of any beneficiary hereunder during the existence of this trust, his or her right and interest hereunder shall, except as herein otherwise specifically provided, pass to his or her executor or administrator, and not to his or her heirs at law; and that no beneficiary now has, and that no beneficiary hereunder at any time shall have any right, title, or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid. The death of any beneficiary hereunder shall not terminate the trust nor in any manner affect the powers of the trustee hereunder. No assignment of any beneficial interest hereunder shall be binding on the trustee until the original or a duplicate is lodged with and accepted by the trustee, and every assignment of any beneficial interest hereunder the original or duplicate of which shall not have been lodged with the trustee, shall be void as to all subsequent assignees or purchasers without notice.

#### LITIGATION

In case said trustee shall make any advances of money on account of this trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this trust, or in case said trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law, judgments or decrees, or otherwise, the beneficiaries hereunder do hereby jointly and severally agree as follows: (1) that they will on demand pay to the said trustee, with interest thereon at the highest rate permitted by law, all such disbursements or advances or payments made by said trustee, together with its expenses, including reasonable attorneys' fees; (2) that the said advances and expenses made or incurred by said trustee shall have been fully paid; together with interest thereon as aforesaid; (3) that in case of no-payment within (10) days after demand said Trustee may sell all or any part of said real estate at public or private sale on such terms as it may see fit and retain from the proceeds of said sale a sufficient sum to reimburse itself for all such disbursements, payments, advances and interest thereon and expenses, including the expenses of such sale and attorneys' fees, rendering the overplus, if any, to the then beneficiaries. However, nothing herein contained shall be construed as requiring the trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest thereunder unless it shall be furnished with funds sufficient therefor or be satisfactorily indemnified in respect thereto.

If the trustee is served with process or notice of legal proceedings or of any other matter concerning the trust or the property, the sole duty of the trustee shall be to forward the process or notice by first class mail to the person named herein as the person to whom inquiries or notices shall be sent, or, in the absence of such designation, to the beneficiaries. The latest address appearing in the records of the trustee shall be used for all mailings.

#### TRUST AGREEMENT NOT RECORDED

This trust agreement shall not be placed on record in the Recorder's Office of the County in which the land is situated, or elsewhere, and the recording of the same shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers of said trustee.

#### RESIGNATION

The Trustee may at any time resign by sending a notice of its intention so to do by registered or certified mail to each of the then beneficiaries hereunder at his or her address last known to the Trust. Such resignation shall become effective twenty days after the mailing of such notices by the Trustee. In the event of such resignation, a successor or successors may be appointed by the person or persons then entitled to direct the Trustee in the disposition of the trust property, and the Trustee shall thereupon convey the trust property to such successor or successors in trust. In the event that no successor in trust is named as above provided within twenty days after the mailing of such notices by the Trustee, then the Trustee may convey the trust property to the beneficiaries in accordance with their respective interests hereunder, or the Trustee may, at its option, file a bill for appropriate relief in any Court of competent jurisdiction. The Trustee notwithstanding such resignation shall continue to have a first lien on the trust property for its costs, expenses and attorneys' fees and for its reasonable compensation.

#### SUCCESSOR TRUSTEE(S)

Every Successor Trustee or Trustees appointed hereunder shall become fully vested with all the estate, properties rights, powers, trusts, duties and obligations of its, his or their predecessor.

#### POWER OF DIRECTION

While the BANK is the sole owner of record of the real estate referred to herein, and, so far as the public is concerned, has full power to deal therewith, it is understood and agreed by the parties hereto and by any person who may hereafter become a party hereto or a beneficiary hereunder, that said BANK will (subject to its rights as Trustee as aforesaid) convey title to said real estate, execute and deliver deeds including deeds conveying directly to a trust grantee or mortgages or trust deeds (which may include a waiver of the right of redemption from sale under an order or decree of foreclosure) or execute leases or otherwise deal with said trust estate on the written direction of any collateral assignee or legal holder of a power to direct and ON THE WRITTEN DIRECTION OF THE FOLLOWING NAMED BY THE BENEFICIARIES, TO WIT:

Ella Shlyak OR George Shlyak

Said power of direction shall include the right to direct the trustee in matters regarding receipt, payment or disposition of funds or proceeds to which the beneficiaries are entitled. The beneficiaries by written instrument delivered to the trustee may revoke the foregoing power of direction and designate the person thereafter to exercise the power. Such instrument shall be signed by all the then beneficiaries or by such of them as shall have theretofore been agreed on in writing. Where the power of direction is held by a person who is not a beneficiary, or by less than all the beneficiaries, such person shall act as a fiduciary unless the beneficiaries shall have otherwise agreed in writing. A beneficiary may request at any time that his name be added to those already holding a power of direction without the consent of any of the other beneficiaries. The trustee shall not be required to inquire into the propriety of any direction.

The trustee shall not be required to execute any instrument containing covenants of warranty.

The trustee shall not be required to assume any personal obligation or liability in dealing with the property or to make itself liable for any damages, costs, expenses, fines or penalties, or to deal with title to the property so long as any money is due in it hereunder.

#### BENEFICIARY'S RESPONSIBILITIES

The beneficiaries shall have the sole possession, management and control of the selling, renting, repairing, maintaining and handling of the property and the trustee shall have no right or duty in respect to any such matter. The beneficiaries shall have the right to execute leases and collect rents in their own name or through their agents. The trustee shall have no right or duty in respect to the payment of taxes or assessments or insurance, litigation or other matters relating to the property, except on written direction accepted by it as above provided and after the payment to it of all money necessary in its opinion to carry out the direction without liability to it. The beneficiaries are not the

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agents of the trustee for any purpose and do not have any authority to contract or execute leases or do any other act for or in the name of the trustee or to obligate the trust personally or as trustee.

Nothing contained in this agreement shall be construed as imposing any obligation on the trustee to file any income, profit or other tax reports or schedules, it being expressly understood that the beneficiaries from time to time will individually make all such reports, and pay any and all taxes, required with respect to the earnings, avails and proceeds of said property or growing out of their interest under this trust agreement.

TRUSTEE EXCULPATORY CLAUSE

It is further understood and agreed that neither the 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 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 said deed or deeds in trust or this Trust Agreement, or any amendment thereof, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries hereunder, 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 indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof).

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or successor in trust, or be obliged or privileged to inquire into any of the terms of the Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or 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, (a) that at the time of the delivery thereof, the trust created by this 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 Trust Agreement and all amendments hereof, if any and binding upon all beneficiaries under this Trust Agreement; (c) that said Trustee, or 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 a conveyance has been 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 its, his or their predecessor in trust.

EXTENSION AND TERMINATION

If any property remains in this trust twenty years from the date of this agreement or any extension thereof, it shall be sold at public sale by the trustee on reasonable notice, and the proceeds of the sale shall be divided among those who are entitled hereto under this trust agreement.

FEES

THE NORTHERN TRUST COMPANY, Successor by Merger to Northern Trust Bank/Lake Forest shall receive for its services in accepting this trust and in taking title hereunder the sum of \$ \_\_\_\_\_ and in addition each year in advance for holding title after one year from the date hereof an annual fee as determined by the trustee's current rate schedule and also its regular scheduled fees for executing deeds, mortgages, leases or other instruments. It shall receive reasonable compensation for any special services which may be rendered by it and for taking and holding any other property which may hereafter be conveyed to it hereunder, which fees, charges and other compensation the beneficiaries jointly and severally agree to pay. If the value of the property is increased for any reason after the trustee has accepted title thereto, the trustee shall be entitled to a reasonable additional annual fee, in accordance with its scheduled fees for holding title to the property. The beneficiaries hereunder jointly and severally agree to pay. It is hereby understood and agreed that all such fees and compensation shall constitute a first lien on the real estate and property hereunder.

The annual fee shall not be pro-rated in the event the land trust should close prior to the next annual billing date.

In testimony whereof, the THE NORTHERN TRUST COMPANY, Successor by Merger to Northern Trust Bank/Lake Forest has caused these presents to be signed by a Vice President or Second Vice President and attested by an Assistant Secretary, and has caused its corporate seal to be hereto affixed as and for the act and deed of said corporation the day and date above written.

THE NORTHERN TRUST COMPANY, Successor by Merger to NORTHERN TRUST BANKLAKE FOREST National Association

TRUSTEE SIGNATURES

Attest [Signature] Assistant Secretary By [Signature] Vice President

STATE OF ILLINOIS

COUNTY OF LAKE

BENEFICIARY SIGNATURE(S)

On the date written above the said beneficiaries have signed this Declaration of Trust and Trust Agreement in order to signify their assent to the terms hereof.

[Signature] (SEAL) P.O. Box 1412 Highland Park, IL 60035 480-96-6128
Address Soc. Sec. No.
[Signature] (SEAL) 31 Half Day Rd., Lincolnshire, IL 60069
Address Soc. Sec. No.
[Signature] (SEAL)
Address Soc. Sec. No.
[Signature] (SEAL)
Address Soc. Sec. No.

BENEFICIARY INFORMATION

Signature and address of the person having a power of direction if other than a beneficiary.

[Signature] (SEAL) P.O. Box 1412 Highland Park, IL 60035 557-61-3014
George Shyak Address Soc. Sec. No.
31 Half Day Rd.
Lincolnshire, IL 60069

May the name of the beneficiary be disclosed to the public? NO.

Written inquiries, legal notices and other similar matters should be forwarded to:

George Shyak P.O. Box 1412 Highland Park, IL 60035
Name Address

May a name(s) be furnished to a person making an oral inquiry? If so, to whom: NO

Name Address Telephone

Bills should be mailed to: George Shyak P.O. Box 1412 Highland Park, IL 60035 (847) 607-1022
Name Address Telephone

Attorney for beneficiaries: David J. Schwab 175 East Hawthorn Parkway Suite 345 Vernon Hills, IL 60061 (847) 367-9699
Name Address Telephone