

# UNOFFICIAL COPY

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*JM*  
STATE OF ILLINOIS )  
                          )  
COUNTY OF COOK    )

## AFFIDAVIT REGARDING DELAYED REGISTRATION

I, Marilyn R. Stout, do hereby certify that I am the widow of John A. Stout, who died on June 20, 1987; that in connection with the closing on February 27, 1987 of the refinancing of the mortgage loan with the Gary-Wheaton Bank on our residence (located at 707 Bittersweet Lane, Hinsdale, Illinois, and legally described on Exhibit A, Legal Description, attached hereto and incorporated herein by reference), the Gary-Wheaton Bank required us to remove the property from the land trust at LaSalle National Bank for the loan closing but allowed us after completion of the closing to reconvey the property to the same land trust at LaSalle National Bank; and that the Deed reconveying the property to the land trust was executed by John A. Stout and me on March 6, 1987, has been in the possession of our attorneys since that time and has not heretofore been filed with the Registrar of Titles.

This Affidavit is given to induce the Registrar of Titles to accept the Deed in Trust for filing against Certificate Number 1348623

Dated: August 31, 1987

*Marilyn R. Stout*  
\_\_\_\_\_  
Marilyn R. Stout

Signed and sworn to before me on this 31st day of August, 1987.

*Nanci C. Stanton*  
\_\_\_\_\_  
Notary Public

This Instrument was Prepared By:  
James J. McClure, Jr.  
Gardner, Carton & Douglas  
321 North Clark Street  
Chicago, IL 60610-4795

10253

NANCI C. STANTON  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10/29/90

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EXHIBIT A

Legal Description

Lot Four (4) in Mayer Subdivision of Block Five (5), in Highlands, being a Subdivision of the Northwest Quarter (1/4) and the West 800.0 feet of the North 144.0 feet of the Southwest Quarter (1/4) of Section 7, Township 38 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on November 12, 1954, as Document Number 1559210.

19963

Property of Cook County Clerk's Office

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This Indenture Witnesseth, That the Grantors John A. Stout and Marilyn R. Stout,  
his wife

of the County of Cook and the State of Illinois for and in consideration of  
TEN and no/100 (\$10.00) Dollars,

and other good and valuable consideration in hand paid, Convey and Warrant unto LaSalle National Bank, a national banking  
association, of 135 South LaSalle Street, Chicago, Illinois, its successor or successors as Trustee under the provisions of a trust agreement  
dated the 21st day of August, 1980, known as Trust Number  
103039, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot Four (4) in Mayer Subdivision of Block Five (5), in Highlands,  
being a Subdivision of the Northwest Quarter (1/4) and the West  
800.0 feet of the North 144.0 feet of the Southwest Quarter (1/4)  
of Section 7, Township 38 North, Range 12, East of the Third Prin-  
cipal Meridian, Cook County, Illinois, according to Plat thereof  
registered in the Office of the Registrar of Titles of Cook County,  
Illinois on November 12, 1954, as Document Number 1559210.

Subject to: General taxes for 1986 and subsequent years; right of  
the Village of Hinsdale to maintain a sewer under Grant dated  
January 2, 1894 and recorded November 21, 1894 as Document Number  
2136267; building line and utility and sanitary sewer easements as  
shown on Plat Document Number 1559210; subject to roads and high-  
ways as shown in Deed Document Number 2858611; Mortgage filed  
March 5, 1987 as Document 3596624; Assignment of Mortgage filed  
March 5, 1987 as Document 3596625.

Prepared By: David L. Hanson, Gardner, Carton & Douglas,  
One First National Plaza Chicago, IL 60603-2085  
Property Address: 707 Bittersweet Lane, Hinsdale, Illinois  
Permanent Real Estate Index No. 18-07-300-064-0000

To have and to hold the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust  
agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to  
dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired,  
to contract to sell, to grant options to purchase, to sell on any terms, to convey, either with or without consideration, to convey said premises 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 dedicate, to mortgage, pledge or otherwise encumber, said property, or any part thereof, to lease  
said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any  
terms and for any period or periods of time, not exceeding in the case of any single demise, no 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 purchase 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 said  
property, 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 easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in  
all other ways and for such other considerations as it 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 in relation to said premises, or to whom said premises or any part thereof shall be  
conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or  
money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to  
inquire into the 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 in relation to said real estate 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 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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 its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder 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 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 the  
earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands 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 cases made and provided.

And the said grantors hereby expressly waive and release 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 grantors aforesaid have hereunto set their hand and seal this 6th day  
of March, 1987.

(SEAL) John A. Stout  
John A. Stout

Marilyn R. Stout (SEAL)  
Marilyn R. Stout

Accepted under the provisions of Cook  
County transfer tax ordinance.  
3/11/87  
Date Buyer, Seller, or Representative

Not under provisions of Paragraph (c), Section 4-  
al Estate Transfer Tax Act.  
Date: 3/11/87 By: M.L. Stewart

882949C

3576288-AB  
SUBJECT TO  
RECORDED

**Deed In Trust**  
Warranty Deed

3576288

Address of Property

3576288

**UNOFFICIAL COPY**

HARRY (EUS) YOUNG  
REGISTRAR OF DEEDS  
DEC 22 PM 3:28

**Lasalle National Bank**

*[Signature]*

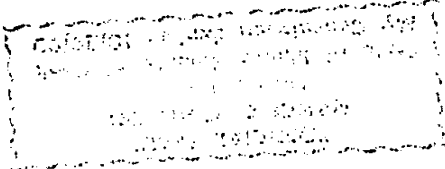
Sig. Card

*Nanci C Stanton  
46 Hardney Carbon + Douglas  
321 North Clark Street  
Chicago IL 60610*

**Lasalle National Bank**  
135 South LaSalle Street  
Chicago, Illinois 60690

Form #8027-AF

Property of Cook County Clerk's Office



State of Illinois  
County of Cook  
Nanci C. Stanton  
John A. Stout  
Notary Public in and for said County, in the State aforesaid, do hereby certify that  
and Marilyn R. Stout, his wife, are  
personally known to me to be the same person S whose name S are  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that  
they signed, sealed and delivered the said instrument as their free and voluntary act,  
for the uses and purposes herein set forth, including the release and waiver of the right of homestead,  
Given under my hand and seal this 19th day of March A.D. 19 87  
Notary Public.