

AFFIDAVIT OF LATE DELIVERY

I, the undersigned do hereby state and swear on oath as follows:

That on June 22, 1987, a Deed in Trust was executed between the grantors, Anthony P. Cusumano and Katherine A. Cusumano, his wife, and grantees, First State Bank & Trust Company of Manover Park, that said Deed in Trust was executed on the aforementioned date and placed in my exclusive possession and control and in that or no other, that through oversight the Deed in Trust was never registered in the office of the Registrar of Titles. Furthermore, since the execution of the Deed in Trust there have been no changes in marital status. I make this affidavit to induce the Registrar of Titles to waive any objection as to the date of delivery.

Now, therefore, at all times shall I indemnify and save harmless, the Registrar of Titles, Cook County, against all loss or damage that may arise by reason of delay in registration of this deed. And in relation to premises described therein, and all cost, charges, damages and expenses, and all claims, and demands of every kind and nature action causes, or action suits and controversies whether groundless or otherwise arising therefrom.

[Signature]
ANDREW J. RUKAVINA

Deeded this 21 day of September
1988
OFFICIAL SEAL OF
JAMES T. MCKENZIE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES NOV. 15, 1991

UNOFFICIAL COPY

Property of Cook County Clerk's Office

JAN 21 1982
CLERK OF COURT
COOK COUNTY
CHICAGO, ILL.

UNOFFICIAL COPY (The above Space For Recorder Use Only)

THIS INDENTURE WITNESSETH, that the Grantor, Anthony P. Cusumano and Katherine A. Cusumano, his wife of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and 00/100 (10.00) Dollars, in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, convey and warrant unto First State Bank & Trust Company of Hanover Park, an Illinois banking corporation of Hanover Park, 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 22nd day of June, 1984 and known as Trust Number 1090, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot Six(6) in Block Seventeen (17), in Hanover Highlands Unit No. Two, Village of Hanover Park, Cook County, Illinois, a Subdivision of part of the Northeast Quarter (1/4) of Section 32 and the Southeast Quarter (1/4) of Section 30, Township 41 North, Range 10, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on February 26, 1964, as Document Number 2137400 and Certificate of Correction thereof registered on March 26, 1964, as Document Number 2141607.

Permanent Tax Index No.: 02-17-404-014

PROPERTY ADDRESS: 6970 LONGMEADOW HANOVER PARK, ILLINOIS 60103

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 divide said real estate as 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 purchase, to sell on any terms, to convey all or 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 dedicate, 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 lease to commence in the present or in the future and upon any terms and for any period or periods of time, no less than the term of five years, and to renew or extend or to renew or extend any 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 reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for either 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 incident 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 would be lawful for any person owning the same to deal with the same, whether or not 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 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 execution of any purchase money, rent or other payment or to be obliged to see that the terms of the trust have been complied with, or be obliged to see 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 real estate, shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease, mortgage or other instrument, (a) that at the time of the delivery thereof the trust created by said Deed 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 set forth 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, 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 the trust or of 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 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 liability being hereby a greater, 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 under said Trust Agreement or its 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 for the payment and discharge thereof). All persons and corporations whomsoever 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 of their interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title of interest, legal or equitable, in or to said trust property as such, but only an interest in the earnings, avails and proceeds thereof as stated, the distribution hereof 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 and releases 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, the aforesaid have hereunto set their hand, and seal, this 9th day of June, 1987.

(Seal) Anthony P. Cusumano (Seal) Katherine A. Cusumano

STATE OF Illinois) COUNTY OF Cook) ss.

I, Melanie D. Groves, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Anthony P. and Katherine A. Cusumano, his wife personally known to me to be the same person, whose name 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 therein set forth, including the release and waiver of the right of homestead. GIVEN under my hand and Notarial Seal this 9th day of "OFFICIAL SEAL" 1987.

Commission expires September 16, 1989. MELANIE D. GROVES Notary Public, State of Illinois My Commission Expires 9/16/89 NOTARY PUBLIC

MAIL TO:

Andrew J. Rukavina (Name) 400 West Lake Street, Suite 110A (Address) Roselle, Illinois 60172 (City, State and Zip)

DOCUMENT PREPARED BY:

Andrew J. Rukavina

SEND SUBSEQUENT TAX BILLS TO:

(Name) (Address)

ADDRESS OF PROPERTY: 6970 Longmeadow

Hanover Park, Illinois 60103 THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

3826893

AFFIX "RIDERS" OR REVENUE STAMPS HERE

EXEMPT FROM PAYMENT OF PROPERTY TAX

Subscribed to by: Anthony P. Cusumano

Date: 9-22-87

Notary Seal

DOCUMENT NUMBER

UNOFFICIAL COPY

RETURN TO: First State Bank & Trust Company
of Madison Park
1400 Irving Park Road
Madison Park, Illinois 60103

TRUST NO.

3826893

Age of Grantee

Address

Husband
DEED IN TRUST

Wife
(S. SECURITY DEED)

22

ES DEED TO

DEED NO

First State Bank & Trust Company

Madison Park

Madison Park, Illinois

3826893

Sig. Car

Signature

ATTORNEY'S TITLE
GUARANTY INC.
30 S. LA SALLE ST. 3RD FLOOR
CHICAGO, ILL. 60603

BANK PRINT, INC.

Property of Cook County Clerk's Office

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NOT BEAM