

UNOFFICIAL COPY

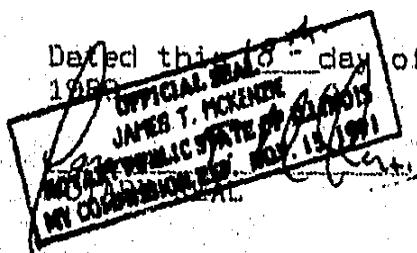
AFFIDAVIT OF LATE DELIVERY

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 Hanover Park, that said Deed in Trust was executed on the aforementioned date and placed in my exclusive possession and control and in that of 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.

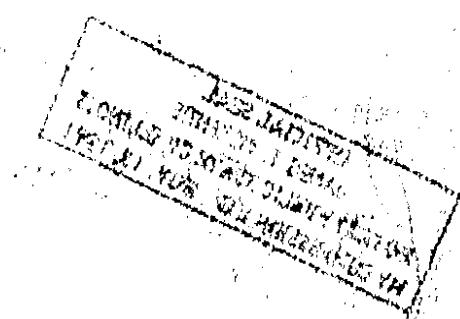
Now, therefore, at all times shall I indemnify and save harmless, the Registrar of Titles, Cook County, against all loss or damage that may arise by reason of delay in registration of this deed. And in relation to premises described herein, and all cost, charges, damages and expenses, and all claims,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

ANDREW J. RUKAVINA



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Property of Cook County Clerk's Office



DEED IN TRUST

(WARRANTY)

3826893

(The Above Space For Recorder's Use Only)

UNOFFICIAL COPY

THIS INDENTURE WITNESSETH, that the Grantor a., 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, (S) \$10.00), 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 Trustees 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 Trustees with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, protect and defend said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof and to resubdivide 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 without limitation, the property and interests in it, to lease or to let, to sublease or to subconvey in whole or in part, to create or to renew any easement in trust, or of the title, powers, authority and authorities vested in said Trustees hereunder, 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 part or in 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 15 years, and to renew or extend leases upon any terms and for any period of years or 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 rents to partition or to exchange said real estate, or any part thereof, for other real or personal property, to make assignments or changes of any kind, to release, reman, or assign any right, title or interest, or about or against any person, for and in respect of any part thereof, and to deal with said real estate and every part thereof, in all the ways, and for such other considerations as would be lawful for any person owning the same to deal with the same, whether in law or of different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustees, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof may be conveyed, contracted to be held, leased, or mortgaged by said Trustees, or any successor in trust, be obliged to make any application of any purchase money, rent or money borrowed or advanced on the trust property, or be obliged to pay that the terms of the trust have been complied with, or be obliged to have any of the terms of the Trust Agreement, or any deed, trust deed, mortgage, lease or other instrument executed by said Trustees, 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, or, by any other instrument, (a) that at the time of the delivery thereof the trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the execution of any amendment was executed in accordance with the provisions of the Trust Agreement, (c) that the instrument creating the trust, or any amendment thereto, if any, and if any, is binding upon all beneficiaries thereunder, (d) that said Trustee, or any successor in trust, was duly appointed and empowered to execute and deliver every such deed, trust deed, or mortgage of other instrument and (e) 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 his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantor, neither individually nor as Trustee, nor its successors or successors in trust shall incur any personal liability or be subject to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do by omitt to do or to about the said real estate in view of the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property resulting in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred by the Trustee in connection with said real estate may be entered into by it in the name of the Trustee or in the name of the Trust Agreement, attorney-in-fact, hereby irrevocably appointed for such purpose, at the election of the Trustee, in its own name, as Trustee of an express trust created by this Deed, or 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 whomever and whatsoever shall be charged with notice of its 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 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 Register 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 limitation", or words of similar import, in accordance with the statute in such case made and provided.

And the said Grantor, 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 Grantor, aforesaid have, hereunto set, their hands, and sealing this 9th day of June, 1987.

(Seal)

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

STATE OF Illinois
COUNTY OF Cook

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 as whose name is aforesaid, 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 debt of homestead.

GIVEN under my hand and Notarial Seal this 9th day of

OFFICIAL SEAL, 1987.

MELANIE D. GROVES

Notary Public, State of Illinois

My Commission Expires 8/16/00 NOTARY PUBLIC

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.

OR RECORDER'S OFFICE BOX NO.

UNOFFICIAL COPY

RETRN
DUPLICATES
TO
FIRST STATE BANK & TRUST COMPANY
1100 North Park Road
Chicago, Illinois 60603

TRUST NO.
3826893

AGE OF TRUST

Address

DEED IN TRUST

AMOUNT
SUBMITTED
BY
MORTGAGOR

AMOUNT
PAID
TOWARD
PRINCIPAL

AMOUNT
PAID
TOWARD
INTEREST

AMOUNT
PAID
TOWARD
TAXES

AMOUNT
PAID
TOWARD
INSURANCE

AMOUNT
PAID
TOWARD
CLOSING
COSTS

AMOUNT
PAID
TOWARD
ATTORNEY'S
FEES

AMOUNT
PAID
TOWARD
NOTARY
FEE

AMOUNT
PAID
TOWARD
STAMP
TAX

AMOUNT
PAID
TOWARD
COURT
FEE

AMOUNT
PAID
TOWARD
JUDGMENT
LIEN

AMOUNT
PAID
TOWARD
OTHER
COSTS

ATTORNEY'S
TITLE
COMPANY
INC.
3826893 3rd FLOOR
CHICAGO, IL 60603

Property of Cook County Clerk's Office