

# UNOFFICIAL COPY

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STATE OF ILLINOIS )  
COUNTY OF C O O K ) SS:

## A F F I D A V I T

The undersigned being first duly sworn, on oath deposes and states as follows:

- 1) Affiant is a Trust Officer in the Trust Department at The Cosmopolitan National Bank of Chicago.
- 2) Affiant states that in checking the trust records, that the number on the Deed in Trust was inadvertently shown as No. 28187 whereas, the correct trust number is 28127.
- 3) This Affidavit is given to induce the Registrar of Titles of Cook County, Illinois, to correct the trust number of the Deed in Trust, ~~a copy of~~ which is attached hereto and incorporated by reference, from Trust No. 28187 which is incorrect, to Trust No. 28127, which is the correct trust number.

Further, affiant sayeth not.

*[Signature]*

\_\_\_\_\_  
Affiant

Subscribed and Sworn to before me this  
6th day of June, 1989.

*[Signature]*

\_\_\_\_\_  
Notary Public

OFFICIAL SEAL  
SANDRA STEFFENS  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 5-22-91

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Property of Cook County Clerk's Office

JERRY MARTINO  
BUSINESS MANAGER  
BOOKED TO TO CLERK'S OFFICE  
TO CASE NO. 11-01111

"CORRECTIVE"

WARRANTY DEED IN TRUST

UNOFFICIAL COPY

This "Corrective" Warranty Deed in Trust corrects the Trust Number in document number 3798019, from 28187 to 28127

3963150

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, LYNNE E. WEBER, divorced and not remarried,

of the County of COOK and State of ILLINOIS, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATION Dollars (\$ 10.00),

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S and Warrant S unto THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, 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 APRIL 19 87, and known as Trust Number 28127, the following described real estate in the County of COOK and State of Illinois, to-wit:

Lots 34 and 35 in Block Two (2) in the Subdivision of Blocks One (1), Two (2), Three (3) and Four (4) in Johnston and Cox's Subdivision of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian.

Permanent Index No. 13-36-318-012-0000  
13-36-318-013-0000

Property: 1731 N. Albany, Chicago, IL.

Prepared By:  
**NICHOLAS F. MANISCALCO**  
**180 N. LaSALLE**  
**SUITE 2630**  
**CHICAGO, IL 60601**

SUBJECT TO

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 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 resubdivide said real estate 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 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 and real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease 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 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 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 enjoyment 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 it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways hereinafter 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 application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this 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 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 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 all amendments thereof, if any, and 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 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.

This conveyance is made upon the express understanding and condition that neither The Cosmopolitan National Bank of Chicago, 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 thereto, 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 under said Trust Agreement 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 for the payment and discharge thereof). All persons and corporations whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing of 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 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, the intention hereof being to vest in said The Cosmopolitan National Bank of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate 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 "trust condition," or "with limitations," or words in similar import, in accordance with the statute in such case made and provided, and said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

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 grantor aforsaid has hereunto set her hand and seal on this 1 day of May 19 89

(SEAL) Nicholas F. Maniscalco (SEAL)  
(SEAL) (SEAL)

State of ILLINOIS } ss. NICHOLAS F. MANISCALCO a Notary Public in and for said County, in  
County of COOK } the state aforesaid, do hereby certify that LYNNE E. WEBER, Divorced  
and not remarried,

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as free and voluntarily act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

"OFFICIAL SEAL"  
Nicholas F. Maniscalco  
Notary Public, State of Illinois  
My Commission Expires 6/7/92

Witness my hand and Notarial seal this 1 day of May 19 89  
Nicholas F. Maniscalco  
Notary Public

The Cosmopolitan National Bank of Chicago  
Box No. 626

For information only insert street address of above described property.  
1731 N. Albany

3798019

MZ

3963150

801 NORTH CLARK STREET CHICAGO, ILLINOIS 60610

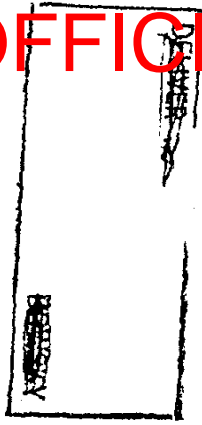
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THE COSMOPOLITAN NATIONAL BANK OF CHICAGO

801 NORTH CLARK STREET CHICAGO, ILLINOIS 60610

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*Handwritten scribbles and marks at the top right corner.*



*Vertical stamp or text on the left side, partially obscured.*

*Handwritten notes on the right side, including 'Carnegie' and 'Rec'd'.*

03953150

1981 MAY - 8 PM 3 48  
CARNEGIE ELECTRY BRAUN  
REGISTRATION OF TITLES

03953150

Property of Cook County Clerk's Office

MID AMERICA TITLE COMPANY  
33 NORTH DEARBORN STREET  
CHICAGO, ILLINOIS 60602

3/8/82

*Small rectangular stamp or box at the bottom right corner.*