

# UNOFFICIAL COPY

## AFFIDAVIT OF LATE FILING

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

1. That I am <sup>the owner of 4401 Amelia Ave. Lyons, Ill</sup> ~~a duly appointed trust officer for the Bank of Lyons.~~ *JM*

2. That Douglas A. Malik and Georgiana Malik placed their property into a land trust pursuant to a Deed dated October 13, 1977.

3. That said Deed was inadvertently recorded on April 4, 1978 and was not registered with the Torrens office.

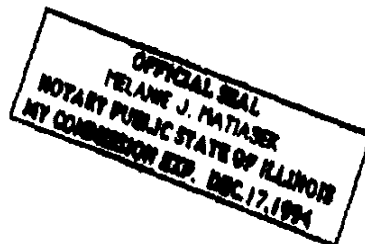
4. That the parties now desire to sell the real estate commonly known as 4401 Amelia Ave., Lyons, Illinois and title is presently held in their names individually, however, the title commitment evidences the recording of a Deed into trust.

5. That it is hereto requested that the Deed in Trust be registered and that title thereafter be registered as Bank of Lyons, as Trustee under Trust Agreement dated October 13, 1977 and known as Trust Number 1989.

*Douglas A. Malik*  
\_\_\_\_\_  
DOUGLAS A. MALIK  
*Georgiana Malik*  
\_\_\_\_\_  
GEORGIANA MALIK

Subscribed and sworn to before me this 21<sup>st</sup> day of October, 1991.

*M. J. Matias*  
\_\_\_\_\_  
Notary Public



# UNOFFICIAL COPY

## AFFIDAVIT OF LATE FILING

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

1. That I am a duly appointed, <sup>asst</sup> trust officer for the Bank of Lyons.

2. That Douglas A. Malik and Georgiana Malik placed their property into a land trust pursuant to a Deed dated October 13, 1977.

3. That said Deed was inadvertently recorded on April 4, 1978 and was not registered with the Torrens office.

4. That the parties now desire to sell the real estate commonly known as 4401 Amelia Ave., Lyons, Illinois and title is presently held in their names individually, however, the title commitment evidences the recording of a Deed into trust.

5. That it is hereto requested that the Deed in Trust be registered and that title thereafter be registered as Bank of Lyons, as Trustee under Trust Agreement dated October 13, 1977 and known as Trust Number 1922.

*Gregory J. Reside*  
Bank of Lyons, as Trustee  
under Trust No. 1922

Subscribed and sworn to  
before me this 29th day  
of October, 1991.

*Nancy S. Patchett*  
Notary Public

OFFICIAL SEAL  
NANCY S. PATCHETT  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 4/17/94

# UNOFFICIAL COPY

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This Indenture Witnesseth:

That the grantor's Douglas A. Malik and

Georgiana Malik, his wife

of the town of Lyons County of Cook and State of Illinois, for, and in consideration of Ten and NO/100 (\$10.00) Dollar.

and other good and valuable considerations, in hand paid, convey and grant unto BANK OF LYONS, a corporation of Illinois, as Trustee under the provisions of a Trust Agreement dated the 13th day of October A.D., 1977, known as Trust Number 1929, the following described real estate in the County of Cook and State of Illinois (except the east 85 feet) of Lot 113

The North 40 Feet 67 1/2 ft x 118 ft (except the East 85 Feet) in Meyers' Second Addition to River Highlands, being a subdivision of the South 1/2 of the North 1/2 of the Southwest 1/4 of Section 1, Township 38 North, Range 12 East of the Third Principal Meridian, In Cook County, Illinois.

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This instrument was prepared by: Mary F. Lisiecki, 8601 W. Ogden, Lyons, IL

To have and to hold the said premises 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 premises, or any part thereof, to dedicate parks, 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 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 present or 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 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, 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 Bank of Lyons, 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, or for any improvement conveyances, 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 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 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, the intention hereof being to vest in said Trustee the entire legal and equitable title in fee simple in and to all the real estate above described.

And 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 has hereunto set hand and seal

this 13th day of October, 1977

Douglas A. Malik [SEAL]  
Douglas A. Malik [SEAL]

Georgiana Malik [SEAL]  
Georgiana Malik [SEAL]

Exempt under provisions of Paragraph 1, Section 1, of the Origin Transfer Tax Act.  
4/0/78  
Buyer, Seller or Representative

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UNOFFICIAL COPY

DEED IN TRUST

TO

BANK OF LYONS

UNDER TRUST AGREEMENT

NUMBER 1929



BANK OF LYONS P.O. BOX 63 LYONS, ILLINOIS

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APR 11 PM 4:11 CAROL MOSELER GRAUN REPLY REAR OF TITLES

4007990

ST. CLAIR COUNTY TRUST COMPANY

4108847



My Commission Expires Nov. 9, 1981



GIVEN under my hand any Notarial Seal this April A. D.

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 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...

HEREBY CERTIFY, that Douglas A. Malik and... A NOTARY PUBLIC in and for said County in the State aforesaid, DO

State of Illinois, County of Cook

1978 APR 4 AM 12 24

10:00

Property of Cook County Clerk's Office