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AFFIDAVIT OF LATE DELIVERY (GRANTEE ONLY)

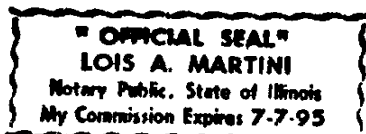
I the undersigned do hereby state and swear on oath as follows:

- ATTORNEY FOR*
1. That I am the *Grantee* in a *WARRANTY* deed dated *9-16-90* from *ROBERT J. BYRNE & JUDITH M. BYRNE* conveying title to a certain parcel of real estate commonly known as *7307 W. FOSTER - MORTON GROVE, ILL.* and legally described as
LOT FIVE (5) IN BLOCK "D" IN HARRIS' PARK VISTA SUBDIVISION, BEING A SUBDIVISION OF THE NORTH QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) (EXCEPT PARTS THEREOF TAKEN FOR HIGHWAYS) OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 1468085, *T.B.*
 2. That upon receiving said deed I inadvertently filed the deed at the office of the Recorder of Deeds of Cook County, Illinois rather than at the Office of Registrar of Titles of Cook County, Illinois.
 3. That I was unaware that the title to the property was registered in Torrens and I was unaware that the aforementioned deed should have been filed at the Office of the Registrar of Titles in Cook County, Illinois (Torrens Office).
 4. That at all times except during the period during which the aforementioned deed was in the possession of the Recorder of Deeds of Cook County, Illinois, said deed was in my exclusive possession and control and in that of no other; That no change in my marital status has occurred since delivery to me.
 5. That I make this Affidavit to induce The Registrar of Titles to waive any objections as to stale date of delivery.
 6. Now, therefore, affiant, his/her heirs and/or successors, at all times shall indemnify and save harmless, the Registrar of Titles, Cook County, Illinois, against all loss or damage to him arising by reason of delay in registration of this deed and the Registering of same on the Torren's Certificate of Title # *41339775* and in relation to premises described therein, and all costs, charges, damages and expenses, and all claims and demands of every kind and nature, actions, causes of action, suits and controversies, whether groundless or otherwise arising therefrom.

Richard P. Byrne
ATTORNEY FOR GRANTEE

(MARITAL STATUS)

Subscribed and Sworn to
before me this *27th* day of
DECEMBER 19*91*
Lois A. Martini
Notary Public



The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors, ROBERT J. BYRNE and JUDITH M. BYRNE, HIS WIFE,

of the County of COOK and State of ILLINOIS for and in consideration of Ten and no/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid, Convey and warrant unto the GLENVIEW STATE BANK, a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the 12th day of SEPTEMBER 19 90, known as Trust Number 3964 the following described real estate in the County of COOK and State of Illinois, to-wit:

LOT FIVE (5) IN BLOCK "D" IN HARRIS' PARK VISTA SUBDIVISION, BEING A SUBDIVISION OF THE NORTH QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) (EXCEPT PARTS THEREOF TAKEN FOR HIGHWAYS) OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 1468085.

PERMANENT REAL ESTATE TAX NUMBER: 09-13-211-017-0000

ADDRESS OF PROPERTY: 7307 W. FOSTER MORTON GROVE, ILLINOIS 60053

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, streets, highways and 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, in 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 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 lease 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 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 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, 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 conditions, trusts, limitations', or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor, S 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, S aforesaid have hereunto set their hands and seals this 16th day of SEPTEMBER 19 90

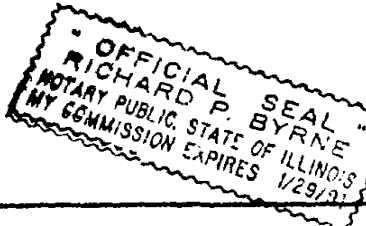
Robert J. Byrne (Seal) Judith M. Byrne (Seal)
ROBERT J. BYRNE (Seal) JUDITH M. BYRNE (Seal)

DEED PREPARED BY RICHARD P. BYRNE 5443 N. LINCOLN CHICAGO, ILLINOIS 60625

State of ILLINOIS County of COOK ss. RICHARD P. BYRNE a Notary Public in and for said County. In the state aforesaid, do hereby certify that ROBERT J. BYRNE and JUDITH M. BYRNE, HIS WIFE, are

personally known to me to be the same persons whose names 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 16th day of SEPTEMBER 19 90



Richard P. Byrne Notary Public

7307 W. FOSTER MORTON GROVE, ILLINOIS 60053

For information only insert street address of above described property.

Glenview State Bank 800 Waukegan Road Glenview, Ill. 60025

This space for affixing Bidder and Revenue Stamps

EXEMPT Under Real Estate Transfer Tax Act Sec. 9-100 par. 1-3 Cook County Ord. 95104 Par. 5

12-27-91 Date Robert Byrne

EXEMPT, PURSUANT TO SECTION 1-115 VILLAGE OF MORTON GROVE REAL ESTATE TRANSFER TAX

EXEMPTION NO 0880 APPROVED BY [Signature]

4021739

UNOFFICIAL COPY

Property of Cook County Clerk's Office

4021738

Age of Grantee Legal
Address _____

Husband _____
Wife H. J. West
Submitted by _____

Address _____

Deliver to _____

Remarks _____

Sig. Card _____

4021738

MAY 70

RICHARD BYRNE

5631 N. ROCKWELL

CHICAGO, ILL. 60659

1739775
IN OUR OFFICE