

**TRUST DEED AND NOTE**  
(ILLINOIS)

UNOFFICIAL COPY



THIS INDENTURE WITNESSETH, That the undersigned as grantors, of RIVER GROVE, County of COOK and State of ILLINOIS, for and in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid, convey and warrant to JAMES H. ANDRLE, VICE PRESIDENT OF FIRST SECURITY TRUST AND SAVINGS BANK, of ELMWOOD PARK, County of COOK and State of ILLINOIS, as trustee, the following described Real Estate, with all improvements thereon, situated in the County of COOK in the State of Illinois,

Above Space For Recorder's Use Only

to-wit:

LOT 12 (EXCEPT THE NORTH 8 FEET THEREOF) AND LOT 13 (EXCEPT THE SOUTH 8 FEET THEREOF) IN BLOCK 2 IN J. BELL'S SUBDIVISION OF PART OF THE SOUTHWEST FRACTIONAL QUARTER OF FRACTIONAL SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 100 FEET LYING BETWEEN OAK AND MAPLE STREETS) ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED JUNE 4, 1890, AS DOCUMENT NUMBER 1281427, IN BOOK 40 OF PLATS, IN COOK COUNTY, ILLINOIS.

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. Permanent Real Estate Index Number(s): 12-26-318-052  
Address(es) of Real Estate: 2546 MAPLE ST., RIVER GROVE, IL 60171

GRANTORS AGREE to pay all taxes and assessments upon said property when due to keep the buildings thereon insured to their full insurable value, to pay all prior incumbrances and the interest thereon and to keep the property tenantable and in good repair and free of liens. In the event of failure of grantors to comply with any of the above covenants, then grantee is authorized to attend to the same and pay the bills therefor, which shall, with 8.75% interest thereon, become due immediately, without demand. On default in any payments hereunder, grantee may declare the whole indebtedness due and proceed accordingly.

AS FURTHER SECURITY grantors hereby assign, transfer and set over to grantee all the rents, issues and profits of said premises, from and after this date, and authorize him to sue for, collect and receipt for the same, to serve all necessary notices and demands, to bring forcible detainer proceedings to recover possession thereof, to rent the said premises as he may deem proper and to apply the money so arising to the payment of this indebtedness, or to any advancements made as aforesaid, and it shall not be the duty of grantee to inquire into the validity of any such taxes, assessments, liens, incumbrances, interests or advancements.

In trust, nevertheless, for the purpose of securing performance of the following obligation, to-wit:  
\$ 23,000.00 AUGUST 1, 2000  
ON DEMAND after date for value received I (we) promise to pay to the order of FIRST SECURITY TRUST AND SAVINGS BANK the sum of TWENTY THREE THOUSAND AND 00/100 Dollars at the office of the legal holder of this instrument with interest at 8.75 per cent per annum after date hereof until paid, payable at said office, as follows: SIXTY (60) MONTHLY INSTALLMENTS OF \$474.66; BEGINNING ON SEPTEMBER 5, 2000.

And to secure the payment of said amount I (we) hereby authorize, irrevocably any attorney of any court of record in any County or State in the United States to appear for us in such court, in term time or vacation, at any time after maturity hereof, and confess a judgment without process in favor of the holder of this instrument for such amount as may appear to be unpaid thereon, together with costs, and reasonable attorneys fees, and to waive and release all errors which may intervene in any such proceedings, and to consent to immediate execution upon such judgment, hereby ratifying and confirming all that my (our) said attorney may do by virtue hereof.

Handwritten initials and signatures: SJ, SP, MJP, CW

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Trust Deed and Note

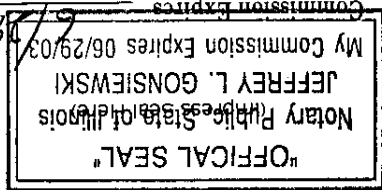
Box \_\_\_\_\_

TO \_\_\_\_\_

00612431

MAIL TO:

FIRST SECURITY TRUST & SAVINGS BANK  
7315 W. GRAND AVENUE  
ELMWOOD PARK, ILLINOIS 60707



*Jeffrey L. Gonsiewski*  
Notary Public

I, JEFFREY L. GONSIIEWSKI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LARRY P. LUBERDA AND CAROL A. LUBERDA personally known to me to be the same person, S 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 official seal this 1ST day of AUGUST, 2000.

This instrument was prepared by TAMMY L. REISER FOR FIRST SECURITY TRUST AND SAVINGS BANK (NAME AND ADDRESS) 7315 W. GRAND AVE. ELMWOOD PARK, IL 60707 STATE OF ILLINOIS COUNTY OF COOK SS. \_\_\_\_\_

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)  
X LARRY P. LUBERDA (SEAL)  
X Carol A. Luberda (SEAL)

Witness our hands and seals this 1ST day of AUGUST, 2000.

IN THE EVENT of the trustee's death, inability, or removal from said County, or of his resignation, refusal or failure to act, then GEORGE H. ENGER, ASST. V.P. AND AS SUCCESSOR TRUSTEE of said County, is hereby appointed to be the first successor in this trust; and if for any like cause first successor fails or refuses to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed the trustee, or his successor in trust, shall release the premises to the party entitled thereto on receiving his reasonable charges. If any provision of this indenture shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this indenture.

