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2001-02-23 11:26:15

Cook County Recorder 23.50

TRUST DEED AND NOTE (ILLINOIS)



THIS INDENTURE WITNESSETH, That the undersigned as grantors, of CHICAGO

County of COOK and State of ILLINOIS

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:

UNIT NO. 1917 IN 3950 NORTH LAKE SHORE DRIVE CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): THAT PART OF LOTS 10, 11 AND 12 IN CARSON AND CHYTRAUS ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCK 1 IN EQUITABLE TRUST COMPANY'S SUBDIVISION IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE LINE ESTABLISHED BY DECREE ENTERED ON SEPTEMBER 7, 1906, IN CASE 274470, CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ENTITLED CHARLES W. GORDON AND OTHERS AGAINST COMMISSIONER OF LINCOLN PARK, IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 30, 1954 AND KNOWN AS TRUST NO. 40420, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 24014190; TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), ALL 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): 14-21-101-034-1368

Address(es) of Real Estate: 3950 NORTH LAKE SHORE DRIVE, UNIT 1917, CHICAGO, ILLINOIS 60613

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 8.00% 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: \$ 100,000.00 JANUARY 31, 20 00 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 ONE HUNDRED THOUSAND AND 00/100 Dollars at the office of the legal holder of this instrument with interest at 8.00 per cent per annum after date hereof until paid, payable at said office, as follows: ONE HUNDRED NINETEEN (119) MONTHLY PAYMENTS OF \$733.76 BEGINNING ON FEBRUARY 5, 2001 AND ONE FINAL PAYMENT OF \$88,459.30 DUE ON JANUARY 5, 2011

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 attorney's 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 signatures and initials: Silly, P2, 5-1/2, CW

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Box _____

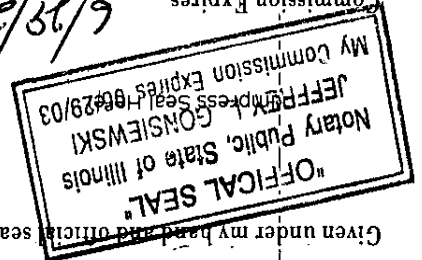
Trust Deed and Note

TO

MAIL TO:

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

Commission Expires 6/29/2003



Given under my hand and official seal this 31ST day of JANUARY, 20 01

personally known to me to be the same person whose name is TAMY, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that TAMY signed, sealed and delivered the said instrument as HERA

I, JEFFREY L. GONIEWSKI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DOMINICA CECE

COUNTY OF COOK ss.

STATE OF ILLINOIS

This instrument was prepared by TAMY L. REISER FOR FIRST SECURITY TRUST AND SAVINGS BANK (NAME AND ADDRESS) 7315 W. GRAND AVE. ELMWOOD PARK, IL 60707

PLEASE PRINT OR TYPE NAMES(S) BELOW SIGNATURE(S)

X DOMINICA CECE (SEAL)

Witness our hands and seals this 31ST day of JANUARY, 20 00

of this indenture. 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 the remainder of such provision or the remaining provisions

party entitled thereto on receiving his reasonable charges. when all the aforesaid covenants and agreements are performed the trustee, or his successor in trust, shall release the premises to 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 the person who shall then be the first successor in this trust; and if for any like cause first successor fails or refuses to act, County, or of his resignation, refusal or failure to act, then GEORGE H. ENGER, ASST. V.P. AND AS SUCCESSOR TRUSTEE

COOK

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