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Cook County Recorder 23.50



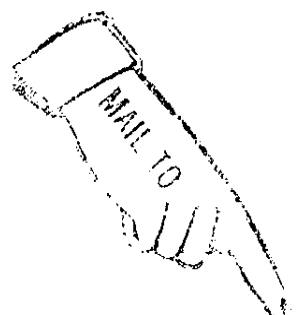
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**IN THE OFFICE OF
THE COOK COUNTY
RECORDER OF DEEDS**

TRUST DEED AND NOTE

**VILLAGE OF RICHTON PARK
COUNTY OF COOK, STATE OF ILLINOIS**

Property of Cook County Clerk's Office



**JOHN B. MURPHEY
ROSENTHAL, MURPHEY, COBLENTZ & JANECA
30 N. LaSalle Street, Suite 1624
Chicago, IL 60602
312-541-1070**

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THIS INDENTURE WITNESSETH, That the undersigned as grantors, of Village Richton Park, 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 the Village of Richton Park, an Illinois Municipal Corporation, of 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 to wit:

Lot 204 in Richton Hills first addition, being a subdivision of part of the southeast ¼ (except the North 78 acres thereof) of section 27, township 35 north, range 13, east of the third principal meridian, in Cook County, Illinois

COMMON ADDRESS: 4239 Andover Dr. Richton Park, Illinois

PERMANENT INDEX NUMBER: 31-27-408-012-0000

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

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 encumbrances 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, the grantee is authorized to attend to the same and pay the bills therefor, which shall, with 0% 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 the 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, encumbrances, interest or advancements.

In trust, nevertheless, for the purpose of securing performance of the following obligation, to wit: **\$25,130.30.**

On or before after date for value received I (we) promise to pay to the order of the Village of Richton Park the sum of **Twenty five thousand one hundred thirty dollars and thirty cents** at the office of the legal holder of this instrument with interest at **0 per cent** annum after date hereof until paid.

And to secure the payment of said amount I (we) hereby authorize, irrevocably any attorney of any court of record in any County or date 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 judgement 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 judgement, hereby ratifying and confirming all that my (our) said attorney may do by virtue hereof. The terms of repayment herein are expressly, subject to terms of an agreement dated this date executed by grantors and the Village of Richton Park.

IN THE EVENT of the trustee's death, inability, or removal from said Cook County, or of his resignation, refusal or failure to act, then the Village of Richton Park 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.

Witness our hands and seals this 8th day of July 2001

Rachel Laxe

ATTEST

Mary E. Perez

SEAL

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