

UNOFFICIAL COPY 0020457655

TRUST DEED AND NOTE
(ILLINOIS)

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2002-04-22 09:49:27
Cook County Recorder 23.50

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

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 22 (EXCEPT THE EAST 5 FEET THEREOF) AND ALL OF LOT 23 IN BLOCK 5 IN FOURTH ADDITION TO BOULEVARD MANOR, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER AND THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER, LYING SOUTH OF THE CENTER LINE OF PARK AVENUE OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

***LASALLE BANK, NATIONAL ASSOCIATION FORMERLY KNOWN AS LASALLE NATIONAL BANK AS SUCCESSOR TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED OCTOBER 16, 1992 AND KNOWN AS TRUST NO. 117474 and not personally

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): 16-32-217-059-0000

Address(es) of Real Estate: 5758 W. 35TH STREET, CICERO, IL 60804

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 7.50 % 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:

\$ 200,000.00 MARCH 8, 2002
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 TWO HUNDRED THOUSAND AND 00/100 Dollars at the office of the legal holder of this instrument with interest at 7.50 per cent per annum after date hereof until paid, payable at said office, as follows: INTEREST TO BE PAID MONTHLY BEGINNING APRIL 15, 2002 AND PRINCIPAL DUE ON DEMAND.

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 initials and date: 5/24, 11/23, MRJ

Box _____

Trust Deed and Note

TO _____

MAIL TO:

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

NOTARY PUBLIC, STATE OF ILLINOIS
CHRISTINE C. YOUNG
MY COMMISSION EXPIRES 03/03

[Handwritten Signature]
Notary Public

Commission Expires 03-03-2003

(Impress Seal Here)

Given under my hand and official seal this 18th day of March, 2002

free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

personally known to me to be the same person SPRING ALEXANDER whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her TRUST OFFICER

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

STATE OF ILLINOIS
COUNTY OF COOK
SS.

ELMWOOD PARK, IL 60707
(NAME AND ADDRESS)
7315 W. GRAND AVE.
CIMINO FOR FIRST SECURITY TRUST AND SAVINGS BANK

By: *[Signature]*
SPRING ALEXANDER TRUST OFFICER
(SEAL)

LaSalle Bank National Association formerly known as LaSalle National Bank as Successor Trustee, and not personally (SEAL)

Witness our hands and seals this _____ day of _____, 20____

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.

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.

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 shall 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.