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2002-10-17 10:49:15  
Cook County Recorder 28.00

TRUST DEED AND NOTE  
(ILLINOIS)

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,

to-wit:

THE SOUTH 8.34 FEET OF LOT 7, ALL OF LOT 8 AND THE NORTH 8.33 FEET OF LOT 9 IN BRITIGAN'S 2ND ADDITION TO PORTAGE PARK IN THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\*\*\* CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 23, 2002 AND KNOWN AS TRUST NO. 1111305

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): 13-17-232-049-0000

Address(es) of Real Estate: 4440 N. CENTRAL, CHICAGO, ILLINOIS 60630

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:  
\$ 435,000.00 SEPTEMBER 26, 20 02  
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 FOUR HUNDRED THIRTY FIVE 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: ONE HUNDRED NINETEEN (119) MONTHLY PAYMENTS OF \$3,041.58 BEGINNING ON NOVEMBER 15, 2002 AND ONE (1) FINAL BALLOON PAYMENT DUE ON OCTOBER 15, 2012.

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.

BOX 333-CTI

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Box \_\_\_\_\_

Trust Deed and Note

TO

MAIL TO:

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

42043112

Notary Public

Commission Expires \_\_\_\_\_

(Impress Seal Here)

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF ILLINOIS  
COUNTY OF COOK

ss.

ELMWOOD PARK, IL 60707

(NAME AND ADDRESS) 7315 W. GRAND AVE.

TAMMY L. CIMINO FOR FIRST SECURITY TRUST AND SAVINGS BANK

This instrument was prepared by

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

SEE ATTACHED EXCURATORY CLAUSE FOR SIGNATURE (SEAL)

CHICAGO TITLE LAND TRUST COMPANY (SEAL)

Witness our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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 of this indenture.

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

COOK

# UNOFFICIAL COPY

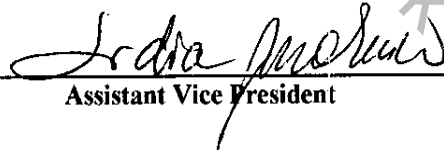
**EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 1111305 ATTACHED TO AND MADE A PART OF THAT TRUST DEED AND NOTE dated September 26, 2002 to FIRST SECURITY TRUST AND SAVINGS BANK**

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: 10-01-02

**CHICAGO TITLE LAND TRUST COMPANY**  
as Trustee as aforesaid and not personally

By:

  
Assistant Vice President



21137034

State of Illinois  
County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of the Company for the uses and purposes therein set forth, and the said Assistant Vice President caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this October 1, 2002

  
Notary Public

