

File 4302185

TRUST DEED AND NOTE
(ILLINOIS)

UNOFFICIAL COPY

0021382848

3836/0237 20 001 Page 1 of 2
2002-12-16 09:39:03
Cook County Recorder 26.50



0021382848

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

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:

THE NORTH 1/2 OF LOT 46 AND ALL OF LOT 47 IN BLOCK 7 IN S. E. GROSS OAK PARK SUBDIVISION BEING A SUBDIVISION OF BEING A SUBDIVISION 7, 10, 11 AND 25 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 300 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

* 7 Blocks

*JOSEPH P. ATRIA & SONIA M. ATRIA, HUSBAND & WIFE
AND JOSEPH A. PETRUCCI AND JAMIE PETRUCCI, HUSBAND AND WIFE

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): 16-19-201-010

Address(es) of Real Estate: 1213 SOUTH EUCLID, BERWYN, ILLINOIS 60402

2 CB

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 7.40 % 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:
\$ 185,600.00 OCTOBER 3, 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 ONE HUNDRED EIGHTY FIVE THOUSAND SIX HUNDRED AND 00/100 Dollars

at the office of the legal holder of this instrument with interest at 7.40 per cent per annum after date hereof until paid, payable at said office, as follows: ONE HUNDRED SEVENTY NINE (179) MONTHLY PAYMENTS OF \$1,285.06 BEGINNING ON DECEMBER 25, 2002 AND ONE (1) FINAL BALLOON PAYMENT DUE ON NOVEMBER 25, 2017.

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.

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Box _____

Trust Deed and Note

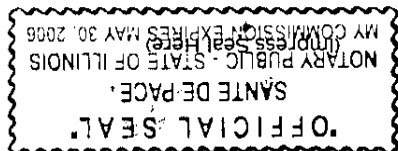
TO

21382848

MAIL TO:

Prep. by:

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



Commission Expires 5-30-06

Notary Public

Given under my hand and official seal this

3RD day of OCTOBER, 2002

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

me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument as _____ THEIR

personally known to me to be the same person. _____ ARE subscribed to the foregoing instrument, appeared before _____

JOSEPH A. PETRUCCI AND JAMIE PETRUCCI, BY JOSEPH A. PETRUCCI, Attorney-in-Fact

JOSEPH P. ATRIA AND SONIA M. ATRIA AND _____ a Notary Public in and for said County, in the

SANTE DE PACE

COUNTY OF COOK

SS.

STATE OF ILLINOIS

ELMWOOD PARK, IL 60707

(NAME AND ADDRESS) 7315 W. GRAND AVE.

This instrument was prepared by

TAMMY L. CIMINO FOR FIRST SECURITY TRUST AND SAVINGS BANK

Sonia M. Atria

SIGNATURE(S) JAMIE PETRUCCI

PLEASE PRINT OR TYPE NAME BELOW

JOSEPH A. PETRUCCI

JOSEPH P. ATRIA

(SEAL) (SEAL)

Witness our hands and seals this 3RD day of OCTOBER, 2002

of this indenture.

extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions

If any provision of this indenture shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the

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

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

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,

Country, or of his resignation, refusal or failure to act, then GEORGE H. ENGER, ASST. V.P. AND AS SUCCESSOR TRUSTEE

COOK

IN THE EVENT of the trustee's death, inability, or removal from said

Property of Cook County, Illinois