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2003-03-24 15:43:18

Cook County Recorder

26,50



THIS INDENTURE WITNESSETH that the undersigned as Grantors, of MOUNT PROSPECT, County of Cook and State of Illinois, for and in good consideration of the sum of One Dollar and other good and valuable considerations, in hand paid, convey and warrant to PHILIP V. QUATTROCCHI of 8652 W. Sunset Road, Niles, IL 60714, of the county of COOK, 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, EUGENE "GENE" MOORE to wit:

COOK COUNTY RECORDER **SKOKIE OFFICE** 

LEGAL DESCRIPTION ON REVERSE SIDE OF THIS DOCUMENT

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

Permanent Real Estate Index Number(s): 08-10-307-001-0000

Address of Real Estate: 400 Craig Court, Mount Prospect, IL 60056

GRANTORS AGREE to pay all taxes and assessments upor said property when due, to keep the buildings thereon insured to their full insured value, to pay all prior incumberances and the interest thereon and to keep the property tenantable and in good repair and free of liens. In the event of failure of the grantors to comply with any of he above covenants, then grantee is authorized to attend to the same and pay the bills therefor which shall, with 9% interest thereon, be one due immediately, without demand. On default in any payments hereunder, grantee may declare the whole indebtedness due and ploceed accordingly.

AS FURTHER SECURITY grantors hereby assign, transfer and set over to the 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 up, 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 a spesaid, and it shall not be the duty of the grantee to inquire into the validity of any such taxes, assessments, liens, incumberances, interest of advancements.

In trust, nevertheless, for the purpose of securing performance of the following obligation, to-with

\$ 59,282.84

on this date

April 1, 2003

ALAN D. WOZNIAK and COLLEEN R. WOZNIAK, his wife, after date for value received, we promise to pay to the order of PHILIP V. QUATTROCCHI the sum of Fifty-nine Thousand Two Hundred Eighty-two and 84/100 Dollars at the office of the legal holder of this instrument with interest at 5 percent per annum after the date hereof until paid, payable at said office, as follows: installment of \$ 1,118.74 due on the first day of April 1, 2003 and the first day of each month thereafter until fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the first day of April, 2008,

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 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 herec

(Continued on reverse)

## UNOFFICIAL COPY 395726 Page 2 of 2

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, his agent, or personal representative ("successors in trust"), shall forgive the remaining indebtedness due and release the premises to the party entitled thereto on receiving his reasonable charges. When all the aforesaid covenants and agreements are performed the trustee, or his successors in trust, shall release the premises to the party entitled thereto on receiving his reasonable charges.

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

Witness our hands and seals this	2131 day of MARCH, , 2003.
	Wa D. Worns
	Alan D. Wozniak
	Edlen R. Hoznead
	Colleen R. Wozniak

<u>LEGAL DESCRIPTION OF TREMISES:</u> LOT 1 IN LINCOLN CIRCLE SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 3/4 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 10, (EXCEPT THE EAST 3.00.0 FEET THEREOF) IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

State of Illinois	)
	) ss
County of Cook	)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ALAN D. WOZNIAK AND COLLEEN R. WOZNIAK, personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed, and delivered that said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the releases and waiver of homestead.

Given under my hand and official seal this 21st day of MARCEL , 2003.

OFFICIAL SEAL
KIMBERLY REED
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12-13-2006

My commission expires 12/13/2004

Kimberly Reed / Reed Law Associates, P.C. 555 Skokie Blvd., Suite 500, Northbrook, IL 60062