

TRUST DEED AND NOTICE

UNOFFICIAL COPY

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2003-03-24 15:43:18

Cook County Recorder 26.50



0030396726

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, to wit:

COOK COUNTY RECORDER EUGENE "GENE" MOORE 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 upon said property when due, to keep the buildings thereon insured to their full insured 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 the 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 9% interest thereon, be 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 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 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 the grantee to inquire into the validity of any such taxes, assessments, liens, incumbrances, interest or advancements.

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

\$ 59,282.84 on this date April 1, 2003

ALAN D. WOZNAK and COLLEEN R. WOZNAK, 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 hereof.

(Continued on reverse)

