

# UNOFFICIAL COPY

TRUST DEED AND MORTGAGE NO. 26044  
GEO. E. COLE & CO. CHICAGO  
LEGAL BLANKS

THIS INSTRUMENT, WITNESSETH, That the undersigned as grantors, of village of Niles 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 BANK OF NILES of Village of Niles County of Cook and State of Illinois the following described Real Estate, with all improvements thereon, situated in the County of Cook in the State of Illinois to wit: Lot 86 in Higgins Industrial Park Unit Number 57, Being a Subdivision in the South-East Quarter of Section 22, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.\*\*

hereby releasing and waving all rights under and by virtue of the homestead exemption laws of the State of Illinois. 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 10% 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 convey 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 re-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, interest or advancements.

In trust, nevertheless, for the purpose of securing performance of the following obligation, to-wit: \$37,000.00 September 3 1971 1 year after date for value received I (we) promise to pay to the order of BANK OF NILES

the sum of Thirty-seven thousand dollars and no/100 Dollars at the office of the legal holder of this instrument with interest at 6 per cent. per annum ad valorem hereof until paid.

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 hereafter 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 Twenty-Five Dollars Attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that my (our) said attorney may do by virtue hereof.

IN THE EVENT of the death, inability, removal or absence from said Cook County of the Trustee, or of his refusal or failure to act, then Recorder of Deeds of said County, is hereby appointed to be the first successor in this trust; and if for any like cause first successor fail or refuse 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.

Witness our hands and seals this third day of September A. D. 1971

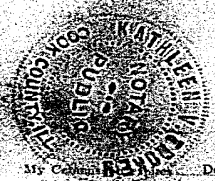
Signed and Sealed in the Presence of S. S. TOOL & MANUFACTURING COMPANY, INC.  
Edwin Schubert, President [Seal]  
W. S. Mitchell [Seal]  
W. S. Mitchell, Secretary

COOK COUNTY RECORDER



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STATE OF Illinois  
Cook County, ) ss.



I, Kathleen V. Troken  
a Notary Public, in and for, and residing in said County, in the State aforesaid, do hereby  
certify that Edwin Schubert and W. S. Mitchell

are personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup>  
are subscribed to the foregoing Instrument, appeared before me this day in person  
and acknowledged that they signed, sealed and delivered the said Instrument as  
their 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 a Notarial Seal this third  
day of September A. D. 19 71

*Kathleen V. Troken*  
Notary Public.  
*Shirley R. Allen*

My Comm. Expires December 17, 19 74

OCT 4 AM 9 09

RECORDS OF DEEDS  
COOK COUNTY, ILLINOIS  
FILED FOR RECORD

OCT-4-71 312604 • 21 51 21 9 A — Rec. 510

Trust Deed and Note

500 MAIL



MAIL TO BANK OF MILES  
LEWIS & CLARK  
899 S. STATE ST. ST. LOUIS, MO. 63101

GEORGE & COLE COMPANY

21650321

END OF RECORDED DOCUMENT