

# UNOFFICIAL COPY

TRUST DEED AND MORTGAGE

21 669 426

NO. 2604%

GEO. E. COLE & CO. CHICAGO  
LEGAL BLANKS

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of Park Ridge 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 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 2 in William B. Kautz resubdivision of the West half of the South 1 acre of the north 2 acres of the South 6 acres of the west quarter of section 27, Township 41 North, Range 12 east of the north east quarter of the North South of the Chicago-Northwestern Railroad together with the east 9.971 chains of the north 1.26 chains of the south east quarter of the north west quarter of section 27, township 41 north, Range 12 east of the Third Principal Meridian, in Cook County, Illinois. \*\*

hereby releasing and waiving 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 tenable and in good repair and free of liens. In the event of failure of Grantors to comply with any of the above covenants, said trustee is authorized to attend to the same and pay the bills therefor, which shall with 6% interest thereon, become due immediately, without demand. On default in any payments hereunder, grantor may declare the whole indebtedness due and proceed accordingly.

AS FURTHER SECURITY grantors hereby assign, transfer and set over to trustee 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 give 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 moneys so arising to the payment of this indebtedness, or to any advancements made as aforesaid, and it shall not be the duty of trustee 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:

4,391.64 after date for value received I (we) promise to pay to the order of Bank of Niles October 8 1971 Thirty Six (36) month after date for value received

the sum of Four Thousand Three Hundred Ninety One and 64/100ths Dollars at the office of the legal holder of this instrument with interest at 6 per cent. per annum after date hereof until paid.

And to secure the payment of said amount I (we) hereby authorize, irrevocably any attorney of 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 confer judgment without process in my favor of the holder of this instrument for such amount as may appear to be unpaid thereon, together with costs, and I will pay the fee of said attorney, 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 by 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 8th day of October A. D. 1971.

Signed and Sealed in the Presence of  
Aleck J. Mac Lagan [Seal]  
Aleck J. Mac Lagan  
Erna Mac Lagan [Seal]  
 Erna Mac Lagan

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Recorder of Deeds Office

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STATE OF COOK County, ILL. )  
COOK County, ) ss.

I, Mona M. Graham

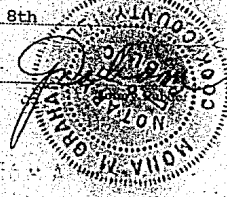
a Notary Public, in and for, and residing in said County, in the State aforesaid, do hereby certify that Aleck J Mac Lagan and Erna Mac Lagan His wife are personally known to me to be the same person<sup>S</sup> whose name are subscribed to the foregoing Instrument, appeared before me this day in person 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 Notarial Seal this 8th day of October 1971.

My Commission expires Sept 24 19 74

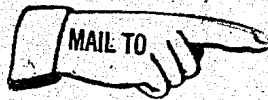
1971 OCT 14 AM 9 17

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Trust Deed and Note

TO  
**5.00** MAIL



MAIL TO: BANK OF NILES  
1000 TON STREET  
NILES, ILLINOIS - 60648

GEORGE COLE COMPANY

21669426

END OF RECORDED DOCUMENT