

UNOFFICIAL COPY

TRUST DEED AND NOTE

21 285 517

NO. 26045

GEO E COLE & CO CHICAGO
LEGAL BLANKS

THE INDENTURE WITNESSETH That the undersigned as grantors, of the County of Cook, 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 unto the Bank of Niles, of the 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 37 and the North half of Lot 36 in Block 18 of Hulbert Milwaukee Avenue Sub-division, a subdivision of Lot 1 in Superior Court Partition of the North 648 feet of part of the South West fractional quarter of fractional Section 30, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

GRANTORS AGREE to pay all taxes and other expenses of said property when due, to keep the buildings thereon in repair to their full insurance value, to pay all prior incumbrances and the interest thereon and to keep the property tenable and in good repair and free of traps. In the event of failure of Grantors to pay any of the above covenants, then grantee authorized to act on the same and pay the bills, whereupon he shall with 7% interest thereon, become entitled immediately, without demand. On default in any payments hereunder, grantor may declare the whole in default and proceed to sue for such.

AS FURTHER SECURITY grantor hereby assigns, transfers and sets over to grantee all the rents, issues and profits of said premises, from and after this date, and authorizes him to sue for, collect and receive for the same, to serve all necessary notices and demands, to have forcible detainer proceedings to recover possession thereof, to renew the same 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, fees, imitations, interest or advancements.

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

\$3,127.20 September 26, 1970

24 months after date for value received I, we promise to pay to the order of BANK OF NILES 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 do hereby authorize, trusteeably any attorney of any court of record in any County or State in the United States to sue for us in such court, in term time of vacation, at any time hereafter and confess a judgment without process in the name 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 to set at immediate execution upon said 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 County of the Trustee, or of his refusal or failure to act, then the Recorder of Deeds of said County, is hereby appointed to be the first successor or in the event of his/her incapacity or death, any like cause first successor to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor to this trust. And when all the aforesaid covenants and agreements are performed, either of said trustee, or his successor in trust, shall release the premises to the party entitled thereto on recovering his reasonable charges.

Witness our hands and seals this 26th day of September 1970.

Signed and Sealed in the Presence of

Constance Hartke
Dominick P. Lo Verde
Rose M. Lo Verde

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STATE OF Illinois
Cook County, 1978.

I, Marlie Estey
a Notary Public, in and for, and residing in said County, in the State aforesaid, do hereby
certify that Dominick P. Loverde and Rose M. Lo verde, his wife, personally known to me to be the same person & whose name
are subscribed to the foregoing Instrument, appeared before me this day in person &
and acknowledged that Estey signed, sealed and delivered the said Instrument as
their free and voluntary act for the uses and purposes therin set forth,
including the release and waiver of the right of homestead.

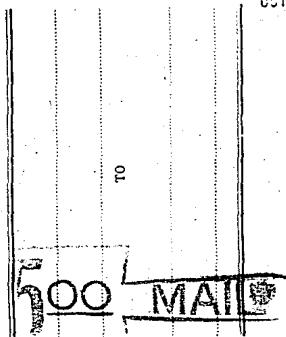
Given under my hand and Notarial Seal this 26th
September A. D. 1970.

Marlie



My Commission expires December 11, 1978.

Trust Deed and Note



GEORGE COLE & COMPANY

LAW OFFICES

END OF RECORDED DOCUMENT