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1945 NOV 27 10 12 AM '45

Property

TRUST DEED AND NOTE 22 160 956 NO. 26044 11945 GEO. E. COLE & CO. CHICAGO LEGAL BLANKS

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of Palatine Cook County of Illinois for and in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid, conveyed and warrant to Bank of Niles of Niles, Illinois 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 93 in Plum Grove Estates, Block No. 4, Being a subdivision in the South half of Section 35, Township 42 North, Range 10, East of the Third Principal Meridian, and in Sections 1 and 12, Township 41 North, Range 10, East of the Third Principal Meridian, and in Section 6, Township 41 North, Range 11, 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 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 set over 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 rent the 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: 14,599.80 December 12 1972

60 months after date for value received X promise to pay to the order of Bank of Niles Fourteen Thousand Five Hundred Ninty Nine and 80/100ths the sum of 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 an 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 release and charges.

Witness our hands and seals this 12th day of December 1945

Signed and Sealed in the Presence of [Signatures]

22 160 956

Recorder's Office

