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Property of Cook County Clerk's Office

23 842 725

Randolph Prtg. Co.

This document prepared by
Merton Agree

TRUST DEED AND NOTE

NO. 26044

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of *Illinoian*, 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 *Merchandise National Bank of Chicago*, City of *Chicago*, 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: The South $\frac{1}{4}$ of Lot 37 and 38 in Lone Tree Subdivision Unit # 2, of the North 940.93 feet of the North West $\frac{1}{4}$ of the South West $\frac{1}{4}$ of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian.

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, then grantees is authorized to attend to the same and pay the bills therefor, which shall with $\dots\%$ interest thereon, become due immediately, without demand. On default in any payments hereunder, grantees may declare the whole indebtedness due and proceed accordingly.

AS FURTHER SECURITY grantors hereby assign, transfer and set over to grantees 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 repossess the said premises as he 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:

March 4, 1977

after date for value received I (we) promise to pay to the order of *Merchandise National* Bank, of *Chicago*, the sum of Twenty-One Thousand, Three Hundred, Thirty 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 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 THIS EVENT of the death, inability, removal or absence from said *Cook* County of the Trustee, or of his refusal or failure to act, then *John J. Hiet* 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 a.s. 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 *15th* day of *November* A. D. 1977

Signed and Sealed in the presence of *Karen J. Hiet*

Donald P. Ehre [Seal]

Thomas L. Cetina [Seal]

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STATE OF
County,)
1977 MAR 18, 1977, at 49, in the County, in the State aforesaid, do hereby
certify that
a Notary Public, in and for, and residing in said County, in the State aforesaid, do hereby
certify that
..... personally known to me to be the same person as whose name is
..... subscribed to the foregoing instrument, appeared before me this day in person
and acknowledged that 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
day of A. D. 1977
4/1/1980 *Alfred Grossman* Notary Public.

My Commission expires


ALFRED GROSSMAN
NOTARY PUBLIC
COOK COUNTY, ILLINOIS
My Commission expires

Trust Deed and Note
David and Sheryl Cohen
to
Merchandise National Bank Co
Chicago, Chicago
Pay to order of Merchandise National
Bank without recourse
Airroom Inc.
By *Buckler*

100

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