

Property of Chicago Title & Trust Co. Office

TRUST DEED AND NOTE

NO. 2605
January, 1958

GEORGE E. COLE
LEGAL FORMS

23 872 691

THIS INDENTURE WITNESSETH That the undersigned as grantors, of Cook 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 Burbank State Bank

City of Burbank, Cook County of Cook and State of Illinois, as trustee, the following described Real Estate, with all improvements thereon, situated in the County of Cook, in the State of Illinois

Lot 90 in Burbank's 79th CIGERO GOLFVIEW, a subdivision of the East half of the North West quarter of Section 33, Township 38 North, Range 13 East of the Third Principal Meridian also the middle one third of the North 60 acres of the East half of the North East quarter of said Section 33, said middle one third being the West half of the East two thirds of said North 60 acres 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 7% interest thereon, become due immediately, without demand. On default of 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 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: \$ 3,180.60 ON DEMAND after date for value received I (we) promise to pay to the order of BURBANK STATE BANK the sum of Three Thousand One Hundred Eighty & 60/100ths Dollars

at the office of the legal holder of this instrument with interest at 12.82 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 after maturity hereof, 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 reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and to 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 trustee's death, inability, or removal from said County, or of his resignation, refusal or failure to act, then of said County, is hereby appointed to be the first successor in this trust; and if for any like cause first successor fails or refuses 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 29th day of March 19 77

THIS INSTRUMENT WAS PREPARED BY
THEODORE R. MARSHALL
5410 WEST CRYSTAL STREET
BURBANK, ILL. 60410

Theodore R. Marshall (SEAL)
Gene E. Marshall (SEAL)

23 872 691

UNOFFICIAL COPY

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STATE OF Illinois ss.
COUNTY OF Cook

I, Dell Ann Esquivel, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Throdore L. Marshall and Gene E. Marshall

personally known to me to be the same persons whose name they subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they have 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 29th day of March, 1977.

(Impress Seal Here) NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 1980
ISSUED THRU ILLINOIS NOTARY ASSOC.

Dell Ann Esquivel
Notary Public



Commission Expires _____



Trust Deed and Note

TO
FIRBANK STATE BANK
5440 WEST 97th STREET
BURBANK, ILL. 60459

bx 202

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT