

**UNOFFICIAL COPY**

# Property of

**TRUST DEED AND NOTE**

NO. 2604  
January, 1968

GEORGE E. COLE  
LEGAL FORMS

23941515

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of CITY OF CHICAGO,  
County of Cook and State of ILLINOIS, for and in consideration of the sum of  
One Dollar and other good and valuable considerations, to be paid, convey and warrant to ALAN J.  
BERNICK—

-----of the City of Chicago, 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 to wit:  
Lot 38 in Block 1 in Frank A. Mulholland's Mirlawn Subdivision of  
North East 1/4 of North East 1/4 of Section 26, Township 38 North,  
Range 13, 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 while 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 grantee's 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  $9\frac{1}{2}\%$  interest thereon, become due immediately, without demand. On default in any payment thereunder, 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 advances, assessments, liens, encumbrances, interest or advancements.

In trust, nevertheless, for the purpose of securing performance of the following obligation, to-wit:  
\$ 17,000.00 May 10th, 1977

One Hundred Twenty day<sup>s</sup> after date for value received we promise to pay to the order of ALAN J. BERNICK the sum of SEVENTEEN THOUSAND (\$17,000.00) Dollars at the office of the legal holder of this instrument with interest at nine per cent per annum after date hereof until paid.

And to secure the payment of said amount (if 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 **COOK** County, or of his resignation, refusal or failure to act, then **CAROLINE KENDRA** -----, 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 18th day of May, 1977

Alan J. Bernick

John A. Sparkle (SEAL)

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Property of Cook County Clerk's Office

1977 MAY 25 AM 10 38  
112-12793-10

STATE OF ILLINOIS  
COUNTY OF COOK

I, ELMA LINDZTUS, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN A. SAUKLIS and ROSE M. SAUKLIS, his wife personally known to me to be the same person<sup>s</sup>, whose names 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 the 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 18th day of May 1977.

John Lindzus  
Notary Public

Commission Expires March 3rd, 1979

1000 MAIL  
ALAN J. BERNICK

BERNICK & BERNICK, ATTORNEYS  
111 S. WABASH AVENUE  
PHONES: 434-4430 CHICAGO 60629

STC-7632  
GEORGE E. COLE  
LEGAL FORMS

**END OF RECORDED DOCUMENT**