

TRUST DEED AND NOTE

24457995

ILL. C. 2097

May 12

19 78

For value received I (we) promise to pay to the order of ALLIANCE SAVINGS & LOAN ASSOCIATION the sum of Five Thousand Four Hundred Sixty and 00/100ths DOLLARS to be paid in Sixty monthly installments of 91.00 DOLLARS

each, beginning on the 1st day of June 1978 and a like installment on the same date in each month thereafter until this note is paid in full. Failure to pay any one or more of said installments promptly when due (time being of the essence in this transaction) shall, at the option of the holder thereof, immediately mature the entire unpaid balance, with interest recalculated at the highest rate allowed by law in this State and said recalculated amount shall thereafter bear interest at the highest rate allowed by law in this State. The undersigned agrees to pay a late charge, not exceeding 5c for each dollar of each payment more than 15 days in arrears, but not in excess of \$5.00, in respect to any one such late charge payment. Further to secure the payment of this note, the undersigned hereby, jointly and severally, irrevocably, authorize and empower any attorney at law of any Court of record to appear for him, them, or either of them, in any Court, at any time, and confess a judgment without process against him, them, or either of them, in favor of the legal holder of this instrument for such sum as may appear to be unpaid, with interest, costs, and reasonable attorneys fees, and to waive and release all errors and consent to immediate execution, hereby ratifying and confirming all that said attorney may do by virtue hereof, and hereby waive all right of appeal from such judgment. The undersigned, including makers, endorsers, guarantors, assignors and sureties, join in this note, jointly and severally, hereby bind themselves, their personal representatives, heirs and successors, and, jointly and severally agree to all extensions and waive presentment for payment, demand protest and notice of protest for non payment of this note, and hereby waive all homestead or exemption rights and valuation laws and hereby authorize the holder hereof to claim such right and subject the same to the payment of this note. If this note is given for the improvement of any real estate, the lien for such improvement is not extinguished by the giving of this note, but may be claimed by or for the holder hereof. "The undersigned" as used herein, includes the singular and plural and the masculine, feminine and neuter.

THIS NOTE IS SECURED BY THE FOLLOWING TRUST DEED

The undersigned as grantors, of City of Chicago County of Cook and State of Illinois for and in consideration of the sum Ten and 00/100ths and other good and valuable considerations, in hand paid, convey and warrant to ALLIANCE SAVINGS & LOAN ASSOCIATION, a Corporation of Illinois, County of Cook and State of Illinois the following described Real Estate, with all improvements thereon, situated in the County of Cook the State of Illinois to wit:

Lot 38 in Block 14 in Eggleston's 2nd Subdivision of the North half of the Northeast quarter (except the North half of the North half of the North half of the Northeast quarter) of Section 28, Township 38 North, Range 14 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 encumbrances 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 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 day, 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, encumbrances, interest or advancements.

Witness our hands and seal this 12th day of May, A.D. 19 78

Donald A. Welch (seal)

Donald A. Welch (seal)

(seal)

(seal)

COLONIAL SAVINGS A Div. of Alliance Savings & Loan Ass'n. 4742 West 55th Street, Oak Lawn, IL 60453 Prepared by: Barbara J. Huisenga

24457995

CLERK'S OFFICE

UNOFFICIAL COPY

COOK COUNTY CLERK'S OFFICE
FILED FOR RECORD

MAY-22-78 5 18 42 1 24 57 995 u A — Rec

10.00

STATE OF ILLINOIS) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for, and residing in said County, in the State aforesaid, do hereby certify that Donald A. Welch is subscribed to the personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that h.c. signed, sealed and delivered the said instrument as his 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 12th day of May A.D. 1978

Barbara J. Heisenberg
Notary Public

My Commission expires 2-26 1980

10.00

24457995

Box 453

TRUST DEED AND NOTE

Donald A. Welch

TO

ALLIANCE
SAVINGS AND LOAN
ASSOCIATION
5359 West Fullerton Avenue
Chicago 39, Illinois

Improvement Loan No. 24457995

END OF RECORDED DOCUMENT