

UNOFFICIAL COPY

24457996

TRUST DEED AND NOTE

HIF C-2098

May 16

19 78

For value received I (we) promise to pay to the order of **ALLIANCE SAVINGS & LOAN ASSOCIATION** the sum of Three Thousand Three Hundred Sixty and 00/100ths ----- DOLLARS to be paid in twenty-four monthly installments of 140.00 DOLLARS

each, beginning on the first 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 hereof, 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 laws authorizing 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 of Three Thousand Three Hundred Sixty 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 in the State of Illinois to wit:

Lot 12 (except the North 24.77 feet thereof) and all of Lot 13 and the North 0.77 of a foot of Lot 14, in Block 9 in Frank A. Muiholland's 79th Cicero and Crawford Development Subdivision of the West half of the South West quarter of Section 27, 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 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 16th day of May, A.D. 19 78

Arthur R. Johnson (seal)

Arthur R. Johnson

Louise A. Johnson (seal)

Louise A. Johnson

COLONIAL SAVINGS

A Div. of Alliance Savings & Loan Ass'n.
474 West 35th Street, Oak Lawn, IL 60453

Prepared by: Barbara J. Huisenga (seal)

24457996

Notary Public
Clerk's Office

UNOFFICIAL COPY

COOK COUNTY CLERK'S OFFICE

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STATE OF ILLINOIS)
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 Arthur R. Johnson and Louise A. Johnson, his wife personally known to me to be the same person 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 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 16th day of May A.D. 19 78

Ray J. McDonald
Notary Public

My Commission expires 10/1 1980

10.00

24457996

Box 453

TRUST DEED AND NOTE

Arthur R. Johnson and

Louise A. Johnson, his wife

TO

**ALLIANCE
SAVINGS AND LOAN
ASSOCIATION**

5359 West Fullerton Avenue
Chicago 39, Illinois

Improvement Loan No. HIL C-2089

END OF RECORDED DOCUMENT