

UNOFFICIAL COPY

TRUST DEED AND NOTE NO. 2604 September, 1975 25408583 GEORGE E. COLE LEGAL FORMS 10549-6

THIS INDENTURE WITNESSETH. That the undersigned as grantors, of Palatine 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 United Savings and Loan Association, 4730 West 79th Street 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:

13.00

Lot 21-B in second subdivision of part of Weathersfield Unit Number 4, being a Subdivision in Sections 20 and 28 and Section 29, Township 41 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded June 6, 1962 as Document Number 18425600 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 8% 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 let 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:

"The lien of this mortgage is additional security for a Note, dated Feb. 8, 1980 in the amount of \$ 52,000.00, payable to United Savings and Loan Association, and secured by a Mortgage, dated Feb. 8, 1980, and recorded on 5th day of March, 19 80 in the office of the Registrar of Titles (or Recorder of Deeds) of Lake County, Illinois, as Document # 2051184."

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County's Office

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§ _____ 19____
after date for value received I (we) promise to pay to the order of _____ the sum of _____ Dollars
at the office of the legal holder of this instrument with interest at _____ 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 _____ Cook _____ 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 _____ 12th _____ day of _____ February _____ 19 80 _____

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Palatine National Bank or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released, any liability hereunder being specifically limited to the Trust assets, if any, securing this instrument. If the specific Trust assets secure this undertaking, then all liability is limited to the Trust assets generally, if any. Palatine National Bank, not personally as aforesaid, but as Trustee u/t/a dated 10-27-77 a/k/a Trust #2307.

SEE RIDER ATTACHED

SEE RIDER ATTACHED

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ATTEST: William M. Carley
Asst. Cashier

BY: David J. Hopkins
Asst. Trust Officer

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COOK COUNTY CLERK'S OFFICE
FILED FOR RECORD
1980 APR -1 10 11 15

William M. Cole
RECORDS & CLERK
25408583

STATE OF ILLINOIS }
COUNTY OF Cook } ss.

I, the undersigned
a Notary Public in and for said County, in the State aforesaid. Do Hereby Certify, that
Joan C. Hopkins

of the Palatine National
Bank and Bette M. Earlv of the Palatine National Bank,
who are personally known to me to be the same persons whose names are subscribed to the
foregoing instrument as such Asst. Trust Officer

and Asst. Cashier, respectively, appeared before me this 19th
day of February 1980 in person and acknowledged that they signed and delivered the foregoing instrument as their
own free and voluntary act and as the free and voluntary act of said Bank as Trustee

aforesaid, for the uses and purposes therein set forth; and the said Asst. Cashier
then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix
the corporate seal of said Bank to said instrument as his own free and voluntary act and
as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes
therein set forth.

GIVEN under my hand and Notarial Seal this 19th
day of February A.D. 1980

William M. Cole
Notary Public

Commission Expires _____

Trust Deed and Note

Box

TO

Mailed To.
GREAT LAKES SAVINGS
DIVISION OF
UNITED SAVINGS & LOAN ASSOC.
70 EAST MAIN STREET
Lake Zurich, Illinois 60047

BOX 533

MAIL GREAT LAKES SAVINGS
DIVISION OF
UNITED SAVINGS & LOAN ASSOC.
70 EAST MAIN STREET
Lake Zurich, Illinois 60047

GEORGE E. COLE
LEGAL FORMS

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PALATINE NATIONAL BANK, TRUSTEE Under
Trust No. 2307

25408583

(SEAL)

(SEAL)

This instrument was prepared by Martin Gleszkiewicz, 4720 N. 70th St., Chicago, Ill.
(NAME AND ADDRESS) 60652

MAIL

END OF RECORDED DOCUMENT