

25732615

TRUST DEED

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of the Village of Franklin Park, 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 First State Bank and Trust Company of Franklin Park, a banking association, as Trustee, of Franklin Park, Illinois, (herein referred to 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 10 in Arconi Addition to Franklin Park, a subdivision of Lots 1 to 4 in Block 10 in Turner Park Land Associations Subdivision of that part of the West half of the North West quarter of Section 28, Township 40 North, Range 12 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 agreed 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 tenable and in good repair and free of liens. In the event of failure of Grantors to comply with any of the above covenants, then Trustee is authorized to attend to the same and pay the bills therefor, which shall with 15.99% interest thereon, become due immediately, without demand.

AS FURTHER SECURITY Grantors hereby assign, transfer and set over to Trustee all the rents, issues and profits of said premises, from and after this date, and authorize it 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 relet the said premises as it may deem proper and to apply the money so arising to the payment of the indebtedness secured hereby, or to any advancements made as aforesaid, and it shall not be the duty of Trustee to inquire into the validity of any such taxes, assessments, liens, encumbrances, interest or advancements.

In trust, nevertheless, for the purpose of securing payment of any advances made as aforesaid and of the principal sum and interest thereon in accordance with the terms, provisions and conditions of a certain Installment Note of even date herewith, in the principal sum of \$ 7350.80, wherein the undersigned promise to pay to the order of the First State Bank and Trust Company of Franklin Park, in 47 installments as follows: \$ 153.14 on the 1st day of February, 1981, and the same amount on the 1st day of each month thereafter, except that the final installment shall be the unpaid balance, with interest at the rate of 15.99% after maturity. *One final installment of \$ 153.22.

When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the holder of said Note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or the holder of said note for attorneys' fees, trustee's fees, outlays for documentary evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar costs and assurances with respect to title.

All rights conferred upon said Trustee or holder of the Note hereunder are in addition to any rights conferred upon said Trustee or holder under the terms of any security agreement from time to time in force creating a security interest in personal property to secure payment of said Note. Any foreclosure action may be brought hereunder before, after or during the pendency of any action brought to enforce any such security interest.

Witness our hands and seals this 26th day of December, 1980.

Martin V. Gardner (SEAL)
Martin V. Gardner
Theresa Gardner (SEAL)
Theresa Gardner

- Over -

THIS IS A
SECURITY INSTRUMENT

THIS INSTRUMENT WAS PREPARED BY:
P Kulick 10101 W. Grand-Franklin Park, IL
NAME

25732615

1981 JAN 12 AM 11 12

RECORDED

STATE OF Illinois
Cook County, ss.

Hope A. Pingitore

a Notary Public, in and for, and residing in said County, in the State aforesaid, do hereby certify that Martin V. Gardner & Theresa Gardner, his wife who are personally known to me to be the same persons 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.

10.15

Given under my hand and Notarial Seal this 26th day of December A.D. 19 80

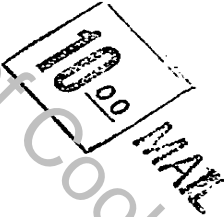


My Commission Expires Dec. 15, 1981

Hope A. Pingitore
Notary Public.

My Commission expires _____, 19____

Property of Cook County Clerk's Office



Trust Deed and Note

Martin V. Gardner and

Theresa Gardner, his wife

TO

First National Bank

OF CHICAGO, ILL.

1010 WEST GRAND AVENUE

CHICAGO, ILL. 60611



RECEIVED
JAN 12 1981
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END OF RECORDED DOCUMENT