

UNOFFICIAL COPY

Chicago Title & Trust Co., a Corp. under the laws of the state of Illinois, not per-
but as Trustee under Trust dated 8-18-1980 Trust No. # 1078226. NO 2604
September, 1975 GEORGE E. COLE
LEGAL FORMS

25922127

THIS INDENTURE WITNESSETH, That the undersigned as grantors, 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, in hand paid, convey ~~and warrant~~ to
United Savings and Loan Association
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 8 (except
the N. 9 Ft. 6 In. thereof) and Lot 9 (except the S. 9 Ft. 4 In. thereof) and
except the E. 7 Ft. of said Lots in Block 12 in Calumet Trust's Sub. in Section
12, both N. & S. of the Indian Boundary Line in Town. 37, No. Range 14, E. of the
3rd P.M. & Fractional Sec. 7, No. of Indian Boundary Line in Town. 37 N. R. 15
E. of the 3rd P.M. as per plat thereof rec. 12-30-1925 as Docu. 9137462 in Cook
hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of County, IL

GRANTORS AGREE to pay all taxes and assessments upon said property when due, to keep the build-
ings 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
thereof, which shall, with ~~30%~~ 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 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:
\$ 3324.60 June 18, 19 81
on demand after date for value received (we) promise to pay to the order of
United Savings and Loan Association the sum of
Three-Thousand, Three-Hundred, Twenty-Four and 60/100 Dollars
at the office of the legal holder of this instrument with interest at 8.5 per cent per annum after date hereof
until paid.

And to secure the payment of said amount, (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 instru-
ment 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 reason no successor~~
~~xx fails to act, then~~ 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 per-
formed 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 June 19 81
This Trust Deed and Note is Executed by Chicago Title & Trust Co., Under the law
of the state of Illinois, not personally but as Trustee as aforesaid, in the
exercise of the power & authority conferred upon (SEAL)
& vested in it as said Trustee in a
Trust Agreement dated 8-18-1980, known as (SEAL)
Trust No# 1078226 ~~AND NOT PERSONALLY~~ (SEAL)
ASST. SECRETARY

This instrument was prepared by Martin J. Oleszkiewicz, 4730 W. 79th St. Chgo. IL
14420223-1 (NAME AND ADDRESS)

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CH T CO.

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Property of Cook County Clerk's Office

This mortgage is executed by Chicago Title and Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Chicago Title and Trust Company or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any warranties, indemnities, undertakings, agreements or covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

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We, sole owners of the beneficial interest of the land described on the within note do hereby guarantee the payment of the within note in accordance with the terms thereof, and hereby waive, presentment, protest, and demand and notice of demand, and non-payment, and suit against the maker, and consent that the payment of this note may be extended from time to time without affecting our liability, and hereby waive, diligence on the part of any holder in collecting the said note, and any defense arising out of lack of diligence in enforcing the collection thereof, or improceeding against the property securing the payment thereof, and hereby waive all claim of any rights under the Trust Deed and Note given by the payor to secure said note until the payee receives payment in full.

Welton W Barclay
Welton Barclay

STATE OF Illinois

COUNTY OF Cook

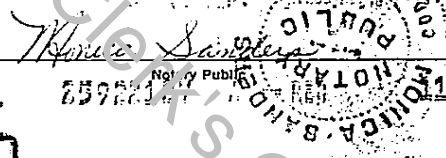
ss.

I, Monica Sanders, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Chicago Title and Trust Co.
KAREN FIKET ASS. VICE PRESIDENT & Julius A. Collins Asst. Secretary
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.

Given under my hand and notarial seal this 22nd day of June, 1981.

1981 JUN 30 AM 11 08

(Impress Seal Here)



Commission Expires 1-7-84 JUN-30-81 402091 659223



Box _____
Trust Deed and Note

TO _____

MAIL TO:
Monica Sanders
4430 W 79th St
Oak Park, IL 60652
MSD 60652

250224127
GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT