

UNOFFICIAL COPY

GEORGE E. COLE*
LEGAL FORMS

FORM NO. 2604
April, 1980

TRUST DEED AND NOTE
(ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of 1016 Emerald Drive, 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 Lewis Richtiger

Lincoln National Bank, County of Cook, of 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:

27321423

Above Space For Recorder's Use Only

Unit 3-B 3 in Del Lago Villas Condominium as delineated on survey of certain parts of the East 1/2 of the South East 1/4 of Section 14, Township 41 North, Range 10 East of the Third Principal Meridian (Hereinafter referred to as parcel) which survey is attached as exhibit A to Declaration of Condominium made by LaSalle National Bank, National Banking Association, as Trustee under Trust Agreement dated October 6, 1970 and known as Trust Number 41360 recorded in the office of the recorder of Deeds of Cook County, Illinois, as Document No. 22385436 as amended from time to time; together with its undivided percentage interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said declaration and survey) all 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 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 grantee is authorized to attend to the same and pay the bills therefor, which shall, with 9% 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 receive 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:
\$ 9,520.00 48 Months after date for value received I (~~we~~) promise to pay to the order of Lincoln National Bank - 3959 N. Lincoln Avenue - Chicago, Illinois 60613 the sum of Nine Thousand, Five Hundred and Twenty Dollars and NO/100 Dollars at the office of the legal holder of this instrument with interest at 9 per cent per annum after date hereof until paid, payable at said office, as follows: 47 payments @ \$198.00 beginning December 15, 1984 and a final payment of \$214.00 due on November 15, 1988

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 Gene L. Torkelson 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.

If any provision of this indenture shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this indenture.

Witness our hands and seals this 27th day of October, 1984

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
THIS INSTRUMENT WAS PREPARED BY
GENE L. TORKELESON
LINCOLN NATIONAL BANK
3959 N. LINCOLN AVENUE
CHICAGO, ILLINOIS 60613

Nancy J. Han (SEAL)
Nancy J. Han (SEAL)

This instrument was prepared by Gene L. Torkelson - Senior Vice President
(NAME AND ADDRESS)

27321423

UNOFFICIAL COPY

STATE OF Illinois } ss.
COUNTY OF Cook }

I, Kay Johnson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Nancy J. Ham

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 she signed, sealed and delivered the said instrument as her 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 official seal this 27th day of October, 1984

(Seal Here)

Kay Johnson
Notary Public

Commission Expires May 30, 1988

NOV 5 3 1984

NOV--5-84 9 54 23 • 27324423 u A — Rec 10.0



Box _____

Trust Deed and Note

Nancy J. Ham

TO

Lewis Richtiger
Lincoln National Bank
3959 N. Lincoln Avenue
Chicago, Illinois 60613

MAIL TO:
LINCOLN NATIONAL BANK
3959 N. LINCOLN AVE.
CHICAGO, ILLINOIS 60613

27324423

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT