

UNOFFICIAL COPY

GEORGE E. COLE
LEGAL FORMS

FORM NO. 2604
April, 1980

TRUST DEED AND NOTE (ILLINOIS)

8 5 1 2 4 6 4 2

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 201 E. Village Dr., 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 Andrew Russo

85124642

Lincoln National Bank, 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:

Above Space For Recorder's Use Only

Lot 1 in Block 19 in Section 2 of Country Club Addition to Midland Development Company's Northlake Village, a Subdivision in the South West Quarter except the South 100 rods, the West half of the South East quarter except the South 100 rods, the South half of the North West quarter and the South West quarter of the North East quarter all in Section 32, Township 40 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois. Permanent Tax No. 12-32-118-001

THIS INSTRUMENT WAS
PREPARED BY
GENE L. TORKELSON
LINCOLN NATIONAL BANK
3959 N. LINCOLN AVENUE
CHICAGO, ILLINOIS 60613

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 act in 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 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:

\$ 16,280.00 36 Monthly Payments July 16 19 85
after date for value received (we) promise to pay to the order of Lincoln National Bank - 3959 N. Lincoln Avenue - Chicago, Illinois 60613 the sum of Sixteen Thousand, Two Hundred and Eighty Dollars & No/100 Dollars at the office of the legal holder of this instrument with interest at 7.75 per cent per annum after date hereof until paid, payable at said office, as follows: 36 Monthly Payments - \$457.00 beginning August 25, 1985 and a final payment of \$425.00 due on July 25, 1988

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 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 by 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 16th day of July 19 85

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

Robert N. Simon (SEAL)

Dorothy J. Simon (SEAL)

This instrument was prepared by GENE L. TORKELSON - SENIOR VICE PRESIDENT
(NAME AND ADDRESS)

LINCOLN NATIONAL BANK
3959 LINCOLN AVENUE
CHICAGO, ILLINOIS 60613

85124642

UNOFFICIAL COPY

STATE OF Illinois
COUNTY OF Cook

I, Fay Johnson a Notary Public in and for said County in the

State aforesaid, DO HEREBY CERTIFY that Robert Simon and Dorothy Simon

Personally known to me to be the same person(s) whose name(s) 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 official seal this 27th day of July 1985

(Impress Seal here)

Fay Johnson
Notary Public

Commission Expires May 30, 1988

11 00 PM

-85-124642

REC-11 JUL-30-85 2 09 PM '85

30 JUL 85 12:32

Property of Cook County Clerk's Office

Box _____

Trust Deed and Note

Robert Simon and

Dorothy Simon

TO

Andrew Russo
Lincoln National Bank
3959 N. Lincoln Avenue
Chicago, Illinois 60613



MAIL TO:

LINCOLN NATIONAL BANK
3959 LINCOLN AVENUE
CHICAGO, ILLINOIS 60613

GEORGE E. COLE*
LEGAL FORMS