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GEORGE E. COLE*
LEGAL FORMS

FORM NO 2604
April, 1980

TRUST DEED AND NOTE (ILLINOIS)

8 5 1 3 3 1 2 5 85133128

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

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of 2747 W. Wilson, 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, of 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:

Lot 89 (except East 30 feet thereof measured on North line of said lot) in Subdivision of Lots 1, 20, 21, 40, 41, 60, 61 and 88 in Block 29 and Lots 1 and 22, 34 in Block 30, all in First Addition to Ravenswood Manor, a Subdivision of the East half of the Northwest quarter and the West half of the Northeast quarter of Section 13, Township 40 North, Range 13 East of the Third Principal Meridian lying between Manor and Fairfield Avenues and Sanitary District right of way, in Cook County, Illinois. Permanent Tax No. 13-13-215-02540.

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 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 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:

\$ 3,787.00 July 15 19 85
23 months

after date for value received I (we) promise to pay to the order of Lincoln National Bank, 3959 N. Lincoln Avenue, Chicago, Illinois the sum of Three thousand seven hundred eighty-seven dollars and 00/100 Dollars at the office of the legal holder of this instrument with interest at 9 percent per annum after date hereof until paid, payable at said office, as follows: 23 equal monthly payments of \$157.00 each beginning on August 15, 1985 and a final payment of \$176.00 due on July 15, 1987.

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 July, 19 85.

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

Sezina Saballett (SEAL)
Sezina Saballett

Alfonso Saballett (SEAL)
Alfonso Saballett

This instrument was prepared by GENE L. TORKELSON - SENIOR VICE PRESIDENT LINCOLN NATIONAL BANK
3959 N. LINCOLN AVENUE
CHICAGO, ILLINOIS 60613
(NAME AND ADDRESS)

55133128

UNOFFICIAL COPY

STATE OF Illinois
COUNTY OF Cook

SS.

I, Kay Johnson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alfonso Saballett and Sezina Saballett

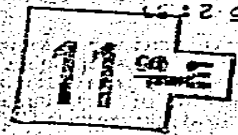
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 27th day of July, 19 85.

(Impress Seal Here)

Kay Johnson
Notary Public

Commission Expires May 30, 1988



-85-133128

CHICAGO, ILLINOIS
AUG 5 1985
REGISTERED
312 S. IMPERIAL AVE.


11.00 AUG-5-85 5 5 76 2 • 85133128 - A - Rec

Box _____

Trust Deed and Note

Alfonso Saballett and
Sezina Saballett

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