

UNOFFICIAL COPY

GENERAL PAPER
LEGAL FORMS

TRUST DEED - 1961
(81-2745)

8 5 1 6 7 8 4

THIS INDENTURE WITNESSETH: That the undersigned grantors, of 2435 W. Belle Plaine, 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
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:

85167025

Above Space for Recorder's Use Only

Lot 19 in Block 3 in Stensland's subdivision of the East 664.7 feet of Lots 1 to 4 in Colby and Magoffin's subdivision of the south 1/2 of the southeast 1/4 of section 13, Township 40 north, Range 13, East of the third Principal Meridian, in Cook County, Illinois. Permanent Tax No. 13-13-418-010.

THIS INSTRUMENT WAS
PREPARED BY
GENE L. TORKELSON
LINCOLN NATIONAL BANK
3959 N. LINCOLN AVENUE
CHICAGO, ILLINOIS 60619

hereby releasing and waiving all rights, undivided 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 maintained to their full insurable value, to pay all prior indebtedness and the interest thereon and to keep the property tenanted and in good repair and free of liens. In the event of failure of grantor to comply with any of the above covenants, then grantee is authorized to attend to the same and pay the bill, whereof which shall, with the interest thereon, become due immediately, without demand. On default of any payment 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 obtained to the payment of this indebtedness, or to any advancements made as aforesaid, and it shall not be the duty of grantor to inquire into the validity of any such taxes, assessments, liens, indebtedness, interest or advancements.

In trust, nevertheless, for the purpose of securing performance of the following obligation to-wit:
\$5,922.00 August 16, 1965, plus interest at 9% per annum on the amount of Five thousand nine hundred twenty-two dollars and 00/100 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 in said office, as follows: 23 monthly payments of \$245.00 each beginning on September 16, 1965, and a final payment of \$287.00 due on August 16, 1967.

And to secure the payment of said amount (as above) hereby authorizes, irrevocably, any attorney or agent 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 proceeding, 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 FAITH OF the trustee's death, inability or removal from and Cook County or of his resignation, refusal or failure to act, then GENE L. Torkelson, Senior Vice President 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 the second successor in this trust. And when all the aforesaid covenants and agreements are performed the trustee, or his successors 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

August

19 65

PLEASE
READ ON
REVERSE SIDE
OR BACK
OF THIS FORM

Jose J. Deluna
Jose J. Deluna
(S.A.F.)

Maria-Luz Deluna
Maria-Luz Deluna
(S.A.F.)

STATE OF Illinois

COUNTY OF Cook

ss.

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I, Kay Johnson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jose J. DeLuna and Maria Luz DeLuna personally known to me to be the same person & 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 16th day of August, 1985.

(Impress Seal Here)

Kay Johnson
Notary Public

Commission Expires May 30, 1988

CO # 47 59 97 22

52011-38-

Box _____

Trust Deed and Note

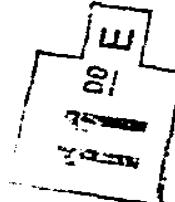
Jose J. DeLuna and

Maria Luz DeLuna

To

Andrew Russo

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



LINCOLN NATIONAL BANK
3959 LINCOLN AVENUE
CHICAGO, ILLINOIS 60613

MAIL TO:

GEORGE E. COLE
LEGAL FORMS