

**85174735**

THIS INSTRUMENT WITNESSETH that the undersigned as grantors, of **1816 W. Melrose** 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

ALIAS SPEC. FOR EXECUT. OF TRUST

Lot 13 in Block 3 in Gross Park addition to Chicago in subdivision of Blocks 39 and 50 in Subdivision of part of Section 19, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois. Permanent Tax #14-19-428-035 **MC**

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

hereby releasing and waiving all rights now or hereafter due to the value of the homestead exemption in said premises.

GRANTORS AGREE to pay all taxes and assessments upon said property when due, to keep the same in the best manner inured to their full insurable value, to pay all principal, interest and the interest thereon and to keep said property tenantable and in good repair and free of liens, in the event of failure of the mortgagor to comply with any of the above covenants, the trustee is authorized to attend to the same and pay the full bills therefor, which shall, with 10% interest thereon, become due immediately, without demand, in default of any payment hereunder, grantee may declare the whole indebtedness due and proceed accordingly.

AND FURTHERMORE the grantors hereby assign, transfer and convey to trustee all the rents, issues and profits of said premises, in and to which the trustee is authorized him or her to collect and receipt for the same, to serve all necessary notices and demands, to bring, to settle delinquent property taxes, to receive possession thereof, to rent the same premises as he may deem proper and to apply the money so received to the payment of this indebtedness, or to any advancements made as aforesaid, and it shall not be the duty of trustee to report into the validity of any such taxes, assessments, liens, encumbrances, interest or advancements.

In full, nevertheless, for the purpose of securing performance of the foregoing obligation, to-wit  
**9,516.81** **August 20** **1958**  
**36 months** after date for value received **1958** promise to pay of the sum of  
**Lincoln National Bank, 3959 N. Lincoln Avenue, Chicago, Illinois 60613** the sum of  
**Nine thousand five hundred sixteen dollars and 81/100** 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 as and when as follows: **35 equal monthly payments of \$263.00 each beginning**  
**September 20, 1955 and a final payment of \$311.81 due on August 20, 1958**

And to secure the payment of said amount ~~hereof~~ hereby on file made, respectively, by attorney of any court of record in any County or State in the United States to appear for us in such court in the event of a default, at any time after maturity hereof, and confers a judgment without process in favor of the holder of the instrument for such amount, to 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 ~~trustee~~ 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 instrument 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 instrument.

Witness our hands and seals this **20th** day of **August** **1958**

WITNESSETH  
I, **GENE L. TORKELSON**  
VICE PRESIDENT  
LINCOLN NATIONAL BANK  
CHICAGO, ILLINOIS

  
**Vernon Earle**

 (SEAL)

(SEAL)

This instrument was prepared by **GENE L. TORKELSON - SENIOR VICE PRESIDENT**

**LINCOLN NATIONAL BANK**  
**3959 LINCOLN AVENUE**  
**CHICAGO, ILLINOIS 60613**

**85174735**

# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Kay Johnson a Notary Public in and for said County, in the State of said, DO HEREBY CERTIFY that Vernon Earle

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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waive of the right of homestead.

Given under my hand and official seal this 20th day of August, 1985

(Impress Seal Here)

*Kay Johnson*  
Notary Public

Commission Expires May 30, 1988

SEP 25 11 52

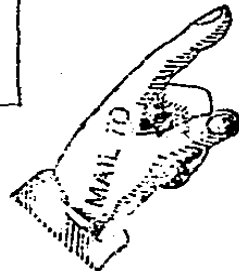
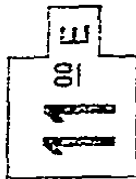
SEP--11 85 32597 • 85174735 • A -- fac 1100

Box

## Trust Deed and Note

Vernon Earle

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

-85-174735

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