

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of 5806 Capulina, 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:

86164875

Above Space For Recorder's Use Only

Lot 153 in Northwestern Extension Realty Company's Dempster Street Terminal Subdivision being a subdivision of part of the West half of the North East quarter of Section 20, Township 41 North, Range 13, East of the Third Principal meridian, in Cook County, Illinois

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number(s): 10-20-211-036

Address(es) of Real Estate: 5806 Capulina, Morton Grove, IL

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 encumbrances 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, encumbrances, interest or advancements.

In trust, nevertheless, for the purpose of securing performance of the following obligation, to-wit:
\$ 16,320.00 March 28 1986
Forty-eight months 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 three hundred and twenty 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 at said office, as follows: 48 equal monthly payments of \$340.00 each beginning on May 25, 1986 and the final payment due on April 25, 1990

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 (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 28th day of March, 1986

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

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

Maria Asuncion M. Vergara (SEAL)
Maria Asuncion Vergara

Virgil P. Vergara (SEAL)
Virgil P. Vergara

This instrument was prepared by **Gene L. Torkelson - Senior Vice President** LINCOLN NATIONAL BANK
(NAME AND ADDRESS) 3959 LINCOLN AVENUE
CHICAGO, ILLINOIS 60613

86164875

Box _____

Trust Deed and Note

Virgil Vergara and

Maria Asuncion Vergara

TO

Andrew Russo

Lincoln National Bank

3959 N. Lincoln Avenue

Chicago, IL 60613

UNOFFICIAL COPY



MAIL TO:

LINCOLN NATIONAL BANK

3959 LINCOLN AVENUE

CHICAGO, ILLINOIS 60613

GEORGE E. COLE® 57859198
LEGAL FORMS --86-164875

Property of Cook County Clerk's Office

APR 28 1986 2:34

28 APR 86 2:34

Commission Expires May 30, 1988

Notary Public

Kay Johnson

(Impress Seal)

Given under my hand and official seal this 25th day of April, 1986

waiver of the right of homestead.

instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and

appeared before me this day in person and acknowledged that they signed, sealed and delivered the said

personally known to me to be the same persons whose names are subscribed to the foregoing instrument

State aforesaid, DO HEREBY CERTIFY that Virgil Vergara and Maria Asuncion Vergara

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

STATE OF Illinois

COUNTY OF Cook

SS.

57859198