

86334826

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THIS INDENTURE WITNESSETH, That the undersigned as grantors, of Elmwood Park, 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 Elmer W. Beck, trustee

of Elmwood Park, 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 7 (except North 16 2/3 feet thereof) and all of lot 8 in Block 3 in Ellsworth in West Half of the South East Quarter of Section 25, Township 40 North, Range 12, East of the Third Principal Meridian, in Elmwood Park, 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): 12-25-401-029 Address(es) of Real Estate: 2732 N. 75th Ave - Elmwood Park, Il. 60635

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: \$ 4,183.20 July 29 19 86 Thirty-six months after date for value received (we) promise to pay to the order of First Security Trust & Savings Bank - 7315 W. Grand Ave - Elmwood Park, Il. the sum of Four thousand one hundred eighty three and 20/100 Dollars at the office of the legal holder of this instrument with interest at 14.00 per cent per annum after date hereof until paid, payable at said office, as follows: Thirty-six payments at \$116.20 per month.

And to secure the payment of said amount (we) hereby authorize, irrevocably any attorney or 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 error 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 A. D. Malfitano 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 29th day of July, 19 86

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

Richard J. Frasco (SEAL)
Carol L. Frasco (SEAL)

This instrument was prepared by Lucille V. Barone for First Security Trust & Savings Bank (NAME AND ADDRESS) 7315 W. Grand Ave - Elmwood Park, Il. 60635

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Box _____

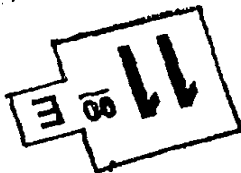
Trust Deed and Note

Richard J. and Carol L. Frasco

TO

Ermer W. Beck, trustee
First Security Trust & Savings Bank
7312 W. Grand Ave.
Elmwood Park, IL. 60635

UNOFFICIAL COPY



MAIL TO:

GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office

86-334826

Commission Expires February 8, 1990

(Impress Seal Here)

Lucille V. Barone
Notary Public

Given under my hand and official seal this 29th day of July, 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,

2732 N. 75th Ave -- Elmwood Park, IL. 60635

State aforesaid, DO HEREBY CERTIFY that Richard J. and Carol L. Frasco

I, Lucille V. Barone, a Notary Public in and for said County, in the

COUNTY OF Cook

STATE OF Illinois

SS.

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