

TRUST DEED AND NOTE (ILLINOIS) **UNOFFICIAL COPY** 87504649

CAUTION: Consult a lawyer before signing a trust deed or note. Neither this document nor the State of Illinois makes any warranty with respect thereto, including any warranty of accuracy or completeness of the information contained herein.

COOK COUNTY, ILLINOIS FILED FOR RECORD

1987 SEP 15 PM 2:19

87504649

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THIS INDENTURE WITNESSETH, That the undersigned as grantors, of 3714 N. Fremont, 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 Lincoln National Bank

City of Chicago, 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 3 in Weidorf's Subdivision of the East 125 Feet of the South 224 Feet (except part dedicated for alley) of Block 10 in Laflin, Smith and Dyer's Subdivision of the North East Quarter (except the 1.28 acres in the North east corner) of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

12.00

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): 14-20-221-034-0000 BUUM. Address(es) of Real Estate: 3714 N. Fremont, Chicago, Illinois 60613

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 grantors 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: \$ 16,258.32 September 9, 1987 36 months after date for value received. I hereby promise to pay to the order of Lincoln National Bank, 3959 N. Lincoln Ave., Chicago, Illinois 60613 the sum of Sixteen Thousand Two Hundred Fifty-eight and 32/100 Dollars at the office of the legal holder of this instrument with interest at 12.499 per cent per annum after date hereof until paid, payable at said office, as follows: 36 Monthly Payments @ \$451.62 beginning October 14, 1987

And to secure the payment of said amount I 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 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 Chicago Title and Trust Company 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 9th day of September, 1987.

THIS INSTRUMENT WAS PREPARED BY

GENE L. TORKELSON LINCOLN NATIONAL BANK 3959 N. LINCOLN AVENUE CHICAGO, ILLINOIS 60613

McGuire Gibson (SEAL)

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

This instrument was prepared by Gene L. Torkelson, Senior Vice President

533-44

87504649

Box _____

Trust Deed and Note

McGuire Gibson

TO

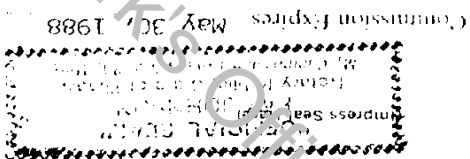
Lincoln National Bank
5555 N. Lincoln Ave.
Chicago, IL 60613

UNOFFICIAL COPY

MAIL TO:

Form 97599 Barabara, Inc.

Property of Cook County Clerk's Office



Notary Public

Kay Johnson

Given under my hand and official seal this _____ 9th _____ day of _____ September _____, 19 87

waver of the right of homestead.
instrument as "his" 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 he signed, sealed and delivered the said
personally known to me to be the same person whose name is subscribed to the foregoing instrument,
State aforesaid, DO HEREBY CERTIFY that McGuire Gibson
I, Kay Johnson, a Notary Public in and for said County, in the

STATE OF Illinois }
COUNTY OF Cook }
ss.

87504649