

TRUST DEED AND NOTE  
(ILLINOIS)

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THIS INDENTURE WITNESSETH, That the undersigned as grantors, of Elk Grove Village, 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 Bernie Trecker and Betty Trecker, his wife

87380887

of the City of Westerville, County of and State of Ohio, 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

UNIT 6-1 IN THE FOX RUN MANOR HOMES CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 27469146, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, 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): 07-26-206-012 LW  
13-11-401-001  
Address(es) of Real Estate: 1862 A FOX RUN DRIVE, ELK GROVE VILLAGE, ILLINOIS

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 tenable 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:  
\$ 7,500.00 SEPTEMBER 10 19 86  
ON DECEMBER 30, 1987 after date for value received (to) promise to pay to the order of BERNIE TRECKER AND BETTY TRECKER, HIS WIFE the sum of SEVEN THOUSAND FIVE HUNDRED Dollars  
at the office of the legal holder of this instrument with interest at 10 per cent per annum after 12-30-87 until paid, payable at said office, as follows: C/O BERNIE TRECKER, 4752 SMOKE TALK LANE, WESTERVILLE, OHIO 43081

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 THEODORE J. ANSANI 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 10TH day of SEPTEMBER, 19 86

Charles V. Costa (SEAL)  
CHARLES V. COSTA  
Gail Martin Costa (SEAL)  
GAIL MARTIN COSTA

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

This instrument was prepared by T. J. ANSANI-1411 W. PETERSON AVENUE, SUITE 202 (NAME AND ADDRESS) PARK RIDGE, IL 60068

87380887

Box \_\_\_\_\_

# Trust Deed and Note

TO

# UNOFFICIAL COPY



MAIL TO:

ANSANI & ANSANI  
1411 W PETERSON S-202  
PARK RIDGE, IL 60068

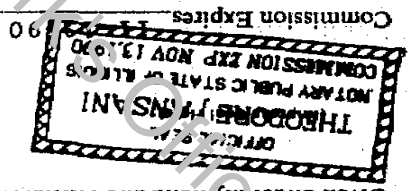
GEORGE E. COLE®  
LEGAL FORMS

Property of Cook County Clerk



28808328

DEPT-01 RECORDING \$12.25  
#1396 # 2 \* 07-280807  
COOK COUNTY RECORDER



Given under my hand and official seal this 30TH day of JUNE, 19 87

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  
personally known to me to be the same person whose name are subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledged that they signed, sealed and delivered the said

I, THEODORE J. ANSANI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CHARLES V. COSTA AND GAIL MARTIN COSTA HIS WIFE

STATE OF ILLINOIS }  
COUNTY OF COOK }  
SS.

28808328