

TRUST DEED AND NOTE (ILLINOIS)

88523177

CAUTION: This instrument is being recorded in the Public Record Office of Cook County, Illinois, for the purpose of recording the same. It is not to be construed as a guarantee of any kind.

1988 NOV 14 AM 11:58

8523177

THIS INSTRUMENT WITNESSETH, That the undersigned as grantors, of 5650 N. Francisco, 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

1200

Above Space For Recorder's Use Only

Lot 2 in Block 49 in W. F. Kaiser and Company's Peterson Woods Addition to Arcadia Terrace, in the South West 1/4 of Section 1, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

THIS INSTRUMENT WAS

RECORDED IN THE PUBLIC RECORD OFFICE OF COOK COUNTY, ILLINOIS, BOOK 13-01-326-016-0000

hereby releasing and waiving all right, title and by virtue of the homestead exemption laws of the State of Illinois. Permanent Real Estate Index Number(s) 13-01-326-016-0000 Address(es) of Real Estate: 5650 N. Francisco - Chicago, Illinois 60659

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 hereinbefore obligation, to-wit \$15,992.76 on or before November 5, 1988, 12 Months after date for value received, I, the undersigned, promise to pay to the order of Lincoln National Bank - 3959 N. Lincoln Avenue - Chicago, Illinois the sum of Fifteen Thousand, Nine Hundred and Ninety Two Dollars and 76/100 - Dollars at the office of the legal holder of this instrument with interest at 12.0% per cent per annum after date hereof until paid, payable at said office, as follows: 12 Monthly Payments of \$1,332.73 beginning December 10, 1988, final payment due on or before November 10, 1989

And to secure the payment of said amount (we) hereby authorize, irrevocably any attorney in and out of 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 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 & 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 5th day of November, 1988

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

George Poovathur (SEAL) Ponnamma Poovathur (SEAL)

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

BOX 333 - TH

88523177

Box \_\_\_\_\_

# Trust Deed and Note

George Poovathur and

Ponnamma Poovathur

TO

Lincoln National Bank

1959 N. Lincoln-Chgo, Il. 60613

**UNOFFICIAL COPY**

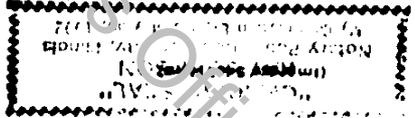
MAIL TO:

Form 8-1958 Standard, Inc.

86523177

Property of Cook County Clerk's Office

Commission Expires



Notary Public

*George Poovathur*

wavier of the right of homestead.

instrument as the 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 person, whose name are subscribed to the foregoing instrument.

State aforesaid, DO HEREBY CERTIFY that George Poovathur and Ponnamma Poovathur

I, the undersigned

STATE OF Illinois }  
COUNTY OF Cook }  
ss.

a Notary Public in and for said County, in the

November day of 19