

**UNOFFICIAL COPY**Form No. 2801  
February, 1981

88078925

**TRUST DEED AND NOTE  
(ILLINOIS)**COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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THIS INDENTURE WITNESSETH, That the undersigned as grantors, of 4031 N. Le Claire, 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, of 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:

Lot 8 in Dickinson Park Subdivision of the West 830 feet (except the South 175 feet thereof) of the East 3/4 of Lot 12 in School Trustees Subdivision of Section 16, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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

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): 13-16-426-007

Address(es) of Real Estate: 4031 N. Le Claire, Chicago, IL 60641

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:

\$ 12,204.00

February 4,

19 88

60 months

after date for value received\* (we) promise to pay to the order of

Lincoln National Bank, 3959 N. Lincoln Ave., Chicago, IL 60613

the sum of

Twelve Thousand Two Hundred Four and 00/100

Dollars

at the office of the legal holder of this instrument with interest at 11.070 per cent per annum after date hereof until paid, payable at said office, as follows: 60 monthly payments @ \$203.40 beginning March 9, 1988 with the final payment due February 8, 1993

DA 802 1195

12.00

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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, or of his removal from said Cook County, the person who shall then be the acting Recorder of Deeds 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 4th day of February 19 89

Richard Weber  
(SEAL)

Wendy Weber A/K/A/Wendy Lynn Mueller  
(SEAL)

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

THIS TRUST DEED is executed by the Northwest National Bank of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Northwest National Bank of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Northwest National Bank of Chicago are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the payee hereof for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action in enforcement of the personal liability of the guarantor, if any.

IN WITNESS WHEREOF Northwest National Bank of Chicago not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

NORTHWEST NATIONAL BANK OF CHICAGO As Trustee as aforesaid and not personally  
LAND TRUST OFFICER  
Assistant Vice-President  
Trust Operations Officer

STATE OF ILLINOIS }  
COUNTY OF COOK }  
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

A. Dobzyn, LAND TRUST OFFICER

Assistant Vice President of the Northwest National Bank of Chicago, and

G. Oshinski, TRUST OPERATIONS OFFICER  
of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, a Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary, then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal this 16th

OFFICIAL SEAL  
MARIE A. CONNOLLY  
Notary Public, State of Illinois  
My Commission Expires 01/27/90

day of February A.D. 19 89

UNOFFICIAL COPY

Notary Public

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UNOFFICIAL COPY

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

1. The parties hereto have agreed that the undersigned as grantors of the premises described herein, do hereby grant, sell, convey and warrant to the grantees, their heirs, assigns and assigns forever, all that certain lot 8 in Dickson Park Subdivision of the West 830 feet (except the South 175 feet thereof) of the East 3/4 of Lot 12 in School Trustees Subdivision of Section 16, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. This instrument was prepared by Gene L. Torkelson, Senior Vice President of the undersigned, and the undersigned hereby certifies that the same is a true and correct copy of the original instrument as the same appears in the office of the undersigned. The undersigned hereby certifies that the same is a true and correct copy of the original instrument as the same appears in the office of the undersigned.

2. The parties hereto have agreed that the undersigned as grantors of the premises described herein, do hereby grant, sell, convey and warrant to the grantees, their heirs, assigns and assigns forever, all that certain lot 8 in Dickson Park Subdivision of the West 830 feet (except the South 175 feet thereof) of the East 3/4 of Lot 12 in School Trustees Subdivision of Section 16, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. This instrument was prepared by Gene L. Torkelson, Senior Vice President of the undersigned, and the undersigned hereby certifies that the same is a true and correct copy of the original instrument as the same appears in the office of the undersigned.

3. The parties hereto have agreed that the undersigned as grantors of the premises described herein, do hereby grant, sell, convey and warrant to the grantees, their heirs, assigns and assigns forever, all that certain lot 8 in Dickson Park Subdivision of the West 830 feet (except the South 175 feet thereof) of the East 3/4 of Lot 12 in School Trustees Subdivision of Section 16, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. This instrument was prepared by Gene L. Torkelson, Senior Vice President of the undersigned, and the undersigned hereby certifies that the same is a true and correct copy of the original instrument as the same appears in the office of the undersigned.

4. The parties hereto have agreed that the undersigned as grantors of the premises described herein, do hereby grant, sell, convey and warrant to the grantees, their heirs, assigns and assigns forever, all that certain lot 8 in Dickson Park Subdivision of the West 830 feet (except the South 175 feet thereof) of the East 3/4 of Lot 12 in School Trustees Subdivision of Section 16, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. This instrument was prepared by Gene L. Torkelson, Senior Vice President of the undersigned, and the undersigned hereby certifies that the same is a true and correct copy of the original instrument as the same appears in the office of the undersigned.

5. The parties hereto have agreed that the undersigned as grantors of the premises described herein, do hereby grant, sell, convey and warrant to the grantees, their heirs, assigns and assigns forever, all that certain lot 8 in Dickson Park Subdivision of the West 830 feet (except the South 175 feet thereof) of the East 3/4 of Lot 12 in School Trustees Subdivision of Section 16, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. This instrument was prepared by Gene L. Torkelson, Senior Vice President of the undersigned, and the undersigned hereby certifies that the same is a true and correct copy of the original instrument as the same appears in the office of the undersigned.

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12.00

Above Space For Recorder's Use Only

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Form 8752 (Backers, Inc.) TRUST DEED AND NOTE (ILLINOIS) COOK COUNTY, ILLINOIS. THIS INSTRUMENT WITNESSETH, THAT THE UNDERSIGNED AS GRANTORS OF 4031 N. Le Claire, 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 the grantees, their heirs, assigns and assigns forever, all that certain lot 8 in Dickson Park Subdivision of the West 830 feet (except the South 175 feet thereof) of the East 3/4 of Lot 12 in School Trustees Subdivision of Section 16, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. This instrument was prepared by Gene L. Torkelson, Senior Vice President of the undersigned, and the undersigned hereby certifies that the same is a true and correct copy of the original instrument as the same appears in the office of the undersigned.

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# UNOFFICIAL COPY

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STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, the Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(Impress Seal Here)

\_\_\_\_\_  
Notary Public

Commission Expires \_\_\_\_\_

88078925

Property of Cook County Clerk's Office

Box \_\_\_\_\_

## Trust Deed and Note

Northwest National Bank of Chicago  
Trust #6998 dated 4-12-83  
Richard Weber and  
Wendi Weber

TO

**BOX 333-GG**

Lincoln National Bank  
3959 N. Lincoln Ave.  
Chicago, IL 60613

MAIL TO:

1-800-4-A-CLERK

Box \_\_\_\_\_

# Trust Deed and Note

Northwest National Bank of Chicago  
Trust #6998 dated 4-12-83  
Richard Weber and  
Wendi Weber

TO  
DOM 333-CC  
Lincoln National Bank  
3359 N. Lincoln Ave.  
Chicago, IL 60613

**UNOFFICIAL COPY**

MAIL TO:

Form 6799 September, 1982

Property of Cook County Clerk's Office

I, \_\_\_\_\_ the Undersigned \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the same person, whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  
Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public

Commission Expires \_\_\_\_\_

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STATE OF Illinois }  
COUNTY OF Cook }  
SS.

TRUST DEED AND NOTE  
(ILLINOIS)

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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THIS INDENTURE WITNESSETH, That the undersigned as grantors, of 4031 N. Le Claire, 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

of 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:

12.00

Above Space For Recorder's Use Only

Lot 8 in Dickinson Park Subdivision of the West 830 feet (except the South 175 feet thereof) of the East 3/4 of Lot 12 in School Trustees Subdivision of Section 16, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

THIS INSTRUMENT WAS PREPARED BY  
GENE L. TORKELSON  
LINCOLN NATIONAL BANK  
3959 N. LINCOLN  
CHICAGO, ILLINOIS 60641

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): 13-16-426-007 Address(es) of Real Estate: 4031 N. Le Claire, Chicago, IL 60641

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, interest or advancements.

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, cements, fixtures, and appurtenances thereto belonging; and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, indoor beds, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request; to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute any tax or assessment which First Party may be liable to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payment or performance of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claims or claims thereon, or pay any tax or assessment, or contest any tax or assessment. All moneys paid for any of the purposes herein authorized, and all expenses incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall be immediately due and payable without notice and with interest thereon at the rate of per cent per annum.

This instrument was prepared by Gene L. Torkelson, Senior Vice President  
(NAME AND ADDRESS)

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