

TRUST DEED AND NOTE  
(ILLINOIS)

# UNOFFICIAL COPY 89212508

CAUTION: Counsel is advised before using or acting under this form. See the last page of this form for a statement of the law which makes any warranty with respect thereto, including any warranty of merchantability, void.

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of 4216 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, 3959 N. Lincoln Ave.,

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:

RECORDED IN RECORDED IN COOK COUNTY CLERK'S OFFICE

Lot 17 and the North Half (1/2) of Lot Eighteen in Block Six (6) in Rose Park a Subdivision of the East Half (1/2) of the Southwest Quarter (1/4) of Section 13, Township 40 North, Range 13, East of the Third Principal Meridian.

-60-  
FILED FOR RECORD  
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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) 13-13-313-029-0000  
Address(es) of Real Estate: 4216 N. Francisco, Chicago, Illinois 60618-2660

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 same 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 collect, 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 foregoing obligation, to wit: \$1,619.60

March 14 1989

36 months the date to which the principal amount payable to the order of Lincoln National Bank, 3959 N. Lincoln Ave., Chicago, Illinois 60618 the sum of Six Thousand One Hundred Ninety-five and 60/100 Dollars at the office of the legal holder of this instrument with interest at 14.49% per annum from the date hereof until paid, payable at said office, as follows: 36 equal monthly payments of \$172.10 each beginning on April 18, 1989 and the final payment due on March 18, 1992

And to secure the payment of said amount (two) hereby, as the trustee, executors, administrators or any court of record in any County or State in the United States to appear for us or sue us at intertime of 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 actions which may intervene in any such proceedings, and to consent to immediate execution upon such judgment, before summoning and confirming all that my (our) said attorneys may do by virtue hereof.

IN THE EVENT of the trustee's death, inability, or refusal to act, then Chicago Title and Trust of said County, or of his resignation, refusal or failure to act, then the first successor in this trust, and if there be no 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 14th day of

Deacon

19 89

**THIS INSTRUMENT WAS**

*Gene L. Tockelson*

(SEAL)

PLEASE  
PRINT OR  
TYPE NAME(S)  
BELOW  
SIGNATURES

Gene L. Tockelson  
CHICAGO TITLE AND TRUST  
600 S. Wabash Avenue, Suite 2000  
CHICAGO, ILLINOIS 60611

*Joseph R. Brueck*

(SEAL)

*Margaret H. Brueck*

(SEAL)

This instrument was prepared by Gene L. Tockelson, Senior Vice President  
NAME AND ADDRESS

Box

Trust Deed and Note

Joseph R. Brueck and

Margaret H. Brueck

(To)

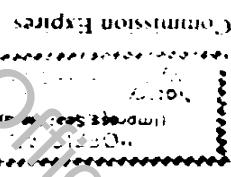
Lincoln National Bank

3955 N. Lincoln Ave.  
Chicago, IL 60613

UNOFFICIAL COPY

MAIL TO:  
Lincoln National Bank  
Consumer Loan Department  
3955 N. Lincoln Ave.  
Chicago, IL 60613

89212509



Given under my hand and affixed seal this 1st day of March 1989

witness of the right of homestead.

Instrument as Thelt free and voluntary act, for the uses and purposes herein set forth, including the release and  
appertaining 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 is affixed subscribed to the foregoing instrument.

State aforesaid, DO HEREBY CERTIFY that Joseph R. Brueck and Margaret H. Brueck, his wife  
L. the undersigned

STATE OF Illinois  
CO. COUNTY OF Cook  
ss.