

TRUST DEED AND NOTE (ILLINOIS)

UNOFFICIAL COPY

89212508

CAUTION: Before signing or being bound by this instrument, the parties should read and understand the contents of this instrument and the effect of the provisions hereof.

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:

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.

1989 FEB 25 11 AM 2 54

89212508

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 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 pay 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 \$ 6,195.60 36 months March 14 1989 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 after 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 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, if it 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 and Trust of said County, is hereby appointed to be the first successor in this trust, and in the like case 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 March, 1989

PLEASE PRINT OR TYPE NAME S BELOW SIGNATURE S

THIS INSTRUMENT WAS
RECORDED AT THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON FEBRUARY 25, 1989 AT 11:54 AM.

3959 N. LINCOLN AVE., CHICAGO, ILLINOIS 60613

Joseph R. Brueck (SEAL)
Joseph R. Brueck

Margaret H. Brueck (SEAL)
Margaret H. Brueck

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

89212508

Box

Trust Deed and Note

Joseph R. Brueck and

Margaret H. Brueck

TO

Lincoln National Bank

3959 N. Lincoln Ave.
Chicago, IL 60613

UNOFFICIAL COPY

BRUECK

MAIL TO:

Lincoln National Bank
Consumer Loan Department
3959 N. Lincoln Ave.
Chicago, IL 60613

Form B7-509 (Revised 1/88)

Property of Cook County Clerk's Office

Commission Expires



Given under my hand and official seal this

14th

day of

March

19 89

wavier of the right of homestead.

instrument as their 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 persons whose names are subscribed to the foregoing instrument.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph R. Brueck and Margaret H. Brueck, his wife,

STATE OF Illinois

COUNTY OF Cook

ss.

80521268