

TRUST DEED AND NOTE (ILLINOIS)

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0340967

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THIS INDENTURE WITNESSETH, That the undersigned as grantors, of 6007 N. Sheridan #16C, 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:

Above Space For Recorder's Use Only

UNIT NO. 16-C, as Delineated on Survey of the Following described Parcel of Real Estate (Hereinafter Referred to as 'Development Parcel'): Lots 6, 7, 8 and 9 (Except the West 14 Feet of said Lots) in Block 16; also all that land lying East of and adjoining said Lots 6, 7, 8 and 9 and Lying Westerly of the West Boundary Line of Lincoln Park as Shown on the Plat by the Commissioners of Lincoln Park as Filed for Record in the Recorder's Office of Deeds of Cook County, Illinois, on July 16, 1931 as Document 10938695, All in Cochran's Second Addition to Edgewater, Being a Subdivision in the East Fractional Half of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which Survey is Attached as Exhibit "A" to Declaration Recorded as Document 20686341 Together with Its Undivided Percentage Interest in the Common Elements, all 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): 14-05-215-015-1119

Address(es) of Real Estate: 6007 N. Sheridan - Unit #16C - Chicago, Illinois 60660-3005

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 grantor 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:

\$34,129.80 July 2 1990 60 Months after date for value received (see) promise to pay to the order of Lincoln National Bank - 3959 N. Lincoln Avenue - Chicago, Ill. 60613 the sum of Thirty Four Thousand, One Hundred Twenty Nine Dollars and 80/100 Dollars at the office of the legal holder of this instrument with interest at 13.0 per cent per annum after date hereof until paid, payable at said office, as follows: 60 payments @ \$568.83 beginning August 7, 1990 final payment due on or before July 7, 1995

And to secure the payment of said amount I (we) 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 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 2nd day of July 1990

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

13.00

Robert Goldie (SEAL)

Marsha Goldie (SEAL)

This instrument was prepared by Michael W. Parilla - Vice President (NAME AND ADDRESS)

19680676 S.S

0340967

Box 162

Trust Deed and Note

Robert Goldie and

Marsha Goldie

TO Mc. 178

Lincoln National Bank

3029 N. Lincoln Avenue

Chicago, Illinois 60613

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MAIL TO:

Property of Cook County Clerk's Office

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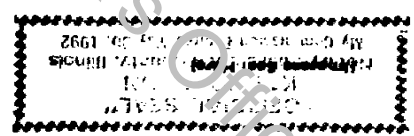
COOK COUNTY, ILLINOIS
FILED FOR RECORD

1998 JUL 17 AM 11:55

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Form 87-600 (Revised 1/87)

Commission Expires



Given under my hand and official seal this

2nd

day of

July

19 90

wavier of the right of homestead.

instrument as they 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,

Joint Tenants

State aforesaid, DO HEREBY CERTIFY that Robert Goldie and Marsha Goldie, his wife, as

the undersigned, a Notary Public in and for said County, in the

STATE OF Illinois }
COUNTY OF Cook }
SS. }