

91-454939

CW42768(1 of 3) B&R

KNOW ALL MEN BY THESE PRESENTS,

THAT Elmer W. Beck, first successor trustee

of the County of Cook and State of Illinois for and in consideration of one dollar, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby remise, release, convey and quit-claim unto Walter J. and Jean E. Dec, their  
(NAME AND ADDRESS)  
2246 Atlantic - Melrose Park, Il. 60164

heirs, legal representatives and assigns, all the right, title, interest, claim, or demand whatsoever he may have acquired in, through, or by a certain trust deed, bearing date the 25th day of April, 1975, and recorded in the Recorder's Office of Cook County, in the State of Illinois, in Book \_\_\_\_\_ of \_\_\_\_\_ page \_\_\_\_\_ as Document Number 23 075 099, to the premises therein described, situated in the County of Cook, State of Illinois, as follows, to wit:

Lot Twelve (12) in Block Twelve (12) in Fullerton Gardens Subdivision of the East Half (E $\frac{1}{2}$ ) of the North East Quarter (NE $\frac{1}{4}$ ) of Section Thirty-three (33), Township Forty (40) North, Range Twelve (12) East of the Third Principal Meridian and the South Half (S $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-eight (28), Township Forty (40) North, Range Twelve (12) East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 12-33-219-008

DEPT-01 RECORDING \$15.29  
T#5555 TRAN 7410 09/04/91 10:30:00  
#3632 \* E \* -91-454939  
COOK COUNTY RECORDER

together with all the appurtenances and privileges thereunto belonging or appertaining

WITNESS his hand and seal this 30th day of May, 1980.

Elmer W. Beck (SEAL)  
Trustee

STATE OF Illinois } ss.  
COUNTY OF Cook

I, Lucille V. Barone

a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Elmer W. Beck, first successor trustee

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official notarial seal, this 30th day of May, 1980

Lucille V. Barone  
Notary Public

Commission expires February 8, 1982

**FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.**

This instrument was prepared by Lucille V. Barone for First Security Trust & Savings Bank  
(Name) 7315 W. Grand Ave. (Address)  
Elmwood Park, Il. 60635

91454939

1529

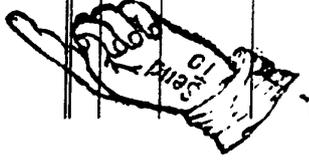
# UNOFFICIAL COPY

RELEASE DEED

Walter M. Beck, trustee

TO

Walter and Jean Dec



Mail To: Walter J. Dec  
2246 Atlantic Street  
Melrose Park, Il. 60164

Property of Cook County Clerk's Office

GEORGE E. COLE  
LEGAL FORMS

63645516

**UNOFFICIAL COPY**

**DISCLOSURE STATEMENT**

**SECURITY.** This loan is secured by a security interest created under a security agreement in Trust deed and note

**BORROWER(S):**

Walter and Jean Dec

2246 Atlantic - Melrose Park, Illinois

Address

City

**CREDIT ARRANGED BY:**

First Security Trust & Savings Bank

7315 W. Grand Ave - Elmwood Park, Illinois

Address

- |  |             |
|--|-------------|
| 1. Total of Payments                     | \$ 6,517.20 |
| 2. Interest to Maturity                  | \$ 1,512.20 |
| 3. Service Charge                        | \$ 5.00     |
| 4. FINANCE CHARGE (Sum of Items 2 and 3) | \$ 1,517.20 |
| 5. ANNUAL PERCENTAGE RATE                | 12.83 %     |
| 6. Amount Financed (Item 1 less item 4)  | \$ 5,000.00 |
| 7. Payment Schedule                      |             |

Number of Consecutive Monthly Installments 60

Amount of each installment \$ 108.62 \$ 108.62

All but final

Final

Payment of monthly installments will begin on the 15th day of June, 19 75, and continue thereafter on the same day of each succeeding calendar month until the Total of Payments is paid in full.

**NOTE:** If the loan evidenced by this instrument will not be disbursed at the time this instrument is executed by the Borrower, the blank for the due date of the first monthly installment will not be completed. In such an event the first monthly installment due date will be the first 5th, 10th, 15th, 20th, 25th or 30th day of a calendar month as the case may be, occurring 30 days after the date of the disbursement of the loan, and each of the following installments payable hereon will be due on the same day of each succeeding calendar month thereafter until such Total of Payments is paid in full. Upon disbursement of the loan, the Bank is authorized by the Borrower to date this instrument and insert above the due date of such first monthly installment and shall promptly notify the Borrower of the due date of the installments payable hereon.

91454939

which security interest may attach to any additions or accessions thereto. In addition to the foregoing security interest, if any, this loan will be secured by any other property of the Borrower(s) hereafter coming into the possession, control or custody of the Bank, and the Bank has the right to set off any deposit balances or other sums owing by the Bank to the Borrower(s) against this indebtedness of the Borrower(s) to the Bank, before as well as after the maturity thereof. The Bank has the right to require that the Borrower(s) furnish to the Bank a security interest in other or additional property of a quality and of an amount satisfactory to the Bank. Other indebtedness and any future indebtedness of the Borrower(s) to the Bank will also be secured by the property described or referred to herein. Under the terms of this instrument, judgment for the amount owing on this instrument may be confessed against the Borrower(s) and the Bank may thereby acquire a judgment lien on property of the Borrower(s) other than real property.

**FINANCE CHARGE.** The Finance Charge shall begin to accrue on the date that the loan evidenced hereby is disbursed by the Bank.

**REBATE FOR PREPAYMENT.** The Borrower(s) has (have) the right to prepay the loan in full at any time, and to receive a rebate, computed under the Rule of 78's, and the unearned portion of interest.

**DEFAULT CHARGES.** If an installment is in default for a period of 10 days, then a delinquency charge shall be payable in an amount equal to the lesser of \$5 or 5% of the amount of the overdue installment.

**PROPERTY INSURANCE.** Insurance against loss or damage to property or against liability arising out of the use or ownership of property, which may be obtained by the Borrower(s) in connection with this credit transaction is not available from or through the Bank, even though the Bank may extend credit in this transaction to finance the charges or premiums for such insurance. Therefore, the Borrower(s) has (have) the responsibility and opportunity to choose the person through whom the insurance is to be obtained and to determine the cost of such insurance.

**BLANK SPACES.** Except for the due dates of monthly installments, any spaces which are not filled in in this Disclosure Statement call for information which is not pertinent to this transaction and therefore, should be read as though "None" or "Not Applicable" had been inserted in such spaces.

LOAN NO. 27677

April 25, 1975

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay to the order of the FIRST SECURITY TRUST AND SAVINGS BANK, ELMWOOD PARK, ILLINOIS the sum of Six thousand five hundred seventeen and 20/100 Dollars (being the Total of Payments (item 1) shown above) in the installments and on the dates set forth in the Payment Schedule (item 7) shown above.

The Borrower (and if more than one, each of them jointly and severally) hereby irrevocably empowers any attorney of any court of record in Illinois to appear for the Borrower in such court, in term time or vacation, after any default hereon and confess judgment without process against any Borrower in favor of the Bank for such amount as may appear to be unpaid hereon, together with interest, costs and reasonable attorneys' fees, and to waive and release all errors which may intervene in any such proceedings, waive any right to appeal from such judgment, and consent to immediate execution thereon, hereby ratifying and confirming all that such attorney or attorneys may lawfully do by virtue hereof.

The Borrower agrees that all the additional terms and conditions printed on the reverse side hereof are part of this instrument and by the execution hereof Borrower makes the agreements and warranties with and to the Bank set forth in such additional terms and conditions on the reverse side hereof. In addition the Borrower authorizes the Bank to disburse the proceeds of the loan evidenced hereby.

The Borrower(s) have made this note to cover payment for alterations, repairs or improvements upon real property belonging to them and with the execution hereof, have executed and delivered to the payee above named a "Property Owner's Credit Statement" in form provided by the Federal Housing Administration for a loan under the terms of the "National Housing Act."

THE BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS INSTRUMENT AND THE FOREGOING DISCLOSURE STATEMENT PRIOR TO CONSUMMATION OF THIS LOAN.

Signed by the Borrower on April 25, 19 75

SIGNATURES:

**PAID**  
MAY 30 1975

*Walter J. Dec*  
Walter Dec  
*Jean Dec*  
Jean Dec

FIRST SECURITY TRUST AND SAVINGS BANK

**UNOFFICIAL COPY**

By the execution of this instrument on the reverse side hereof, Borrower hereby agrees with and warrants to FIRST SECURITY TRUST AND SAVINGS BANK, ELMWOOD PARK, ILLINOIS (the "Bank") as follows:

1. **COLLATERAL SECURITY.** As security for the payment of this and any other liability or liabilities of the Borrower to said Bank, whether now existing or hereafter arising, and howsoever evidenced or acquired and whether direct, indirect, absolute or contingent, several, joint or joint and several, the Bank has and shall continue to have a security interest in all of the property described or referred to under the heading of "Security" in the Disclosure Statement on the reverse side hereof (and in any additions or accessions thereto) and also all other property of the Borrower of any kind and description, tangible or intangible, now or at any time or times hereafter assigned, transferred or delivered to or left in or coming into the possession, control or custody of the Bank by or for the account of the Borrower, whether expressly as collateral security or otherwise, all of the foregoing property in which the Bank now or hereafter has a security interest hereunder being hereafter referred to as "collateral." The Borrower also agrees to furnish additional collateral whenever required by the Bank of a quality and an amount satisfactory to the Bank. The Borrower is and will be and remain the owner of the collateral, free and clear of all liens and encumbrances other than the security interest of the Bank therein and will not sell, loan, mortgage or otherwise dispose of or encumber the same, or attempt so to do. The Borrower will at the request of the Bank execute such further documents and instruments and do and perform such further acts and things as the Bank may deem necessary to assure to and perfect in the Bank such security interest, including the execution and the filing of such financing statement or statements and the notation of any security interest on any certificate or certificates of title or titles covering any such property. In case of any collateral remaining in the possession of the Borrower, the Borrower will keep the same at the address of the Borrower set forth on the reverse side hereof and will not remove the same therefrom except temporarily, will not use such collateral in violation of any statute or ordinance, will promptly pay when due all taxes or assessments thereon or on the use and operation thereof, and will maintain and keep the same in good repair. In case of any collateral which is insurable the Borrower will at the request of the Bank insure the same with insurance company or companies acceptable to the Bank against such risks and hazards and in such amounts up to the full insurable value thereof as the Bank may require and shall deposit with the Bank such policy or policies of insurance with loss payable clauses thereon in favor of the Bank as its interest may appear. In the event the Borrower shall default in observance or performance of any of the foregoing, the Bank may (but need not) at its option perform the same and any amounts expended by the Bank therefor shall be immediately due and payable from the Borrower with interest thereon at 8% per annum from the date of expenditure until paid but such performance by the Bank shall not relieve the Borrower from the consequences of such default. The Bank may without notice and prior to any default hereunder transfer or register any or all of the collateral in the Bank's possession into the name of Bank or its nominee, without any indication of security interest. The Bank shall have no responsibility for the collection or protection of any collateral or any part thereof or to bind or hold any maker, acceptor, endorser or other party thereto, all of which is hereby waived.

2. **DEFAULTS AND REMEDIES.** In the event of the default in the payment when due of any amount payable hereunder or of any other liability or liabilities of the Borrower to the Bank, or in the event the Borrower shall fail to observe or perform any covenant or agreement of the Borrower made herein, or any representation or warranty made herein by the Borrower shall prove to be false in any material respect, or in the event the Borrower shall terminate its existence, die, become incompetent or insolvent (howsoever evidenced), or bankruptcy, liquidation or similar proceedings shall be instituted by or against the Borrower, or the Borrower shall make an assignment for the benefit of creditors or in the event of the service of any warrant of attachment, garnishment or the existence or filing of any tax lien, levy or similar process on or with respect to any property of the Borrower, then unless the Bank shall otherwise elect, the entire amount payable hereunder shall become immediately due and payable without presentment, demand or notice of any kind. Also in such event, the Bank may exercise all or any one or more of the remedies and shall have all the rights of a secured party under the Uniform Commercial Code of Illinois, including the right to take possession of any of the collateral (and of anything found therein) and for that purpose to enter any premises where the collateral may be found and the Borrower shall deliver to the Bank at a place designated by it any collateral remaining in the Borrower's possession. Any requirement of said Code for reasonable notice shall be met by giving the Borrower written notice sent by regular mail to the Borrower at his address appearing on this instrument at least five days prior to the sale or other event giving rise to the required notice.

3. **LATE CHARGES, OFFSETS AND LEGAL EXPENSES.** In the event any installment hereon is not paid when due or within ten days thereafter the Borrower shall pay a late charge on such installment in an amount equal to \$5 or 5% of the amount of such installment, whichever is less. Any indebtedness or liability of the Bank to the Borrower may be appropriated and applied hereon at any time whether or not this instrument is then due. In the event of default hereunder the Borrower agrees to pay to the Bank reasonable attorneys' fees and expenses incurred in legal proceedings (including probate, bankruptcy or similar proceedings) to collect this instrument or to realize on any security therefor.

4. **MISCELLANEOUS.** No delay on the part of the Bank in exercising any power or right hereunder or otherwise shall be a waiver thereof or preclude any other or further exercise thereof or the exercise of any other power or right. Any power, right or remedy hereunder shall be in addition to and cumulative to and shall not impair or otherwise limit any other powers, rights or remedies or limitations the Bank may otherwise have or possess whether hereunder or otherwise. The Bank may transfer this instrument and deliver to the transferee all or any part of the collateral and the transferee shall become vested with all the powers and rights of the Bank hereunder with respect to the collateral so transferred, but the Bank shall retain all rights and powers hereby given with respect to any collateral hereby given and not so transferred.

Whenever the term "Bank" is used herein, such term shall mean each and every successive holder hereof. If this instrument is signed by more than one person, the term "Borrower" as used herein and on the reverse side hereof shall mean all of such persons and each and every one of them. All obligations and agreements hereunder shall be the joint and several obligations and agreements of each of such persons and shall be unconditional and absolute and shall not be affected by anything the Bank may do or refrain from doing in connection with this instrument, including the extension of any time of payment hereon for such period or periods as the Bank may deem advisable or the release of any collateral or any person obligated hereon, the Borrower consenting thereto and waiving notice thereof and also waiving presentment, notice of dishonor and protest and notice of protest.

914549:9

2267 UNOFFICIAL COPY

CHICAGO LEGAL BLANK B

TRUST DEED AND NOTE

NO. 2004

9 3 9

Prepared by Lucille V. Sarone for First Security Trust & Savings Bank, 731 N. State St., Chicago, Ill.

THIS INSTRUMENT WITNESSETH, That the undersigned as Grantors, of Cook County of Illinois 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 Guide A. Scmitt, Trustee of Elmwood Park County of Cook and State of Illinois the following described Real Estate, with all improvements thereon, situated in the County of Cook in the State of Illinois to wit: Lot Twelve (12) in Block Twelve (12) in Fullerton Gardens (a division of the East Half (E1/2) of the North East Quarter (NE1/4) of Section Thirty-three (33), Township Forty (40) North, Range Twelve (12) East of the Third Principal Meridian and the South Half (S1/2) of the Southeast Quarter (SE1/4) of Section Twenty-eight (28), Township Forty (40) North, Range Twelve (12) East of the Third Principal Meridian, in Cook County, Illinois

herely releasing and waving all rights under and by virtue of the homestead exemption laws of the State of Illinois 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 10% 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 re-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:

\$6,17.20 April 21, 1975 Sixty-months after date for value received I (we) promise to pay to the order of First Security Trust and Savings Bank the sum of Six thousand five hundred seventeen and 20/100 Dollars at the office of the legal holder of this instrument with interest at 8 per cent. per annum after date hereof until paid.

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 hereafter 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 Twenty-Five Dollars Attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and 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 death, inability, removal or absence from said Cook County of the Trustee, or of his refusal or failure to act, then Elmer W. Neek of said County, is hereby appointed to be the first successor in this trust; and if for any like cause first successor fail or refuse 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.

Witness our hands and seals this 21st day of April, 1975 A. D. 1975

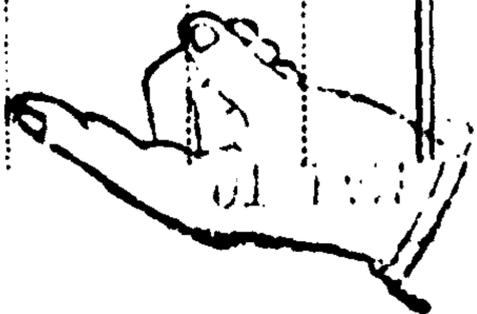
Signed and Sealed in the Presence of

[Signatures and seals of Grantors and Trustee]

20070 039 91454939

UNOFFICIAL COPY

Trust Deed and Note



and Jean Dec  
TO

Committee, trustee  
Security Trust & Savings Bank  
Trust Ave.

1114 North ...  
St. Louis, Mo.

APR 11 1925

*William K. Owen*

RECORDED IN BOOK 23075099 u A - Rec



STATE OF ILLINOIS  
Cook County

I, Lucille V. Barone, a Notary Public, in and for, and residing in said County, in the State aforesaid, do hereby certify that William K. Owen and Jean Dec, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 Notarial Seal this 11th day of April, A. D. 1925.  
Lucille V. Barone  
Notary Public.

GEORGE COLE & COMPANY  
625 1/2 S. 16

666670332

517