

UNOFFICIAL COPY 91081250

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DEPT-01 RECORDING \$13.29  
7:11:11 TRAM 8298 02/21/91 10:43:00  
#7268 : A \*--91-081250  
COOK COUNTY RECORDER

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of Bridgeview, 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 MARSHA A. KLIMAVICIUS

Chicago Ridge, 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:

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Above Space For Recorder's Use Only

Lot 1 of Bergquist, Inc. Subdivision of Lots 1 through 10 both inclusive, in Old Barcelona, being a Subdivision of part of the East 1/4 of the North 1/2 of the South West 1/4 of Section 1, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois as per Document 22585975 recorded January 3, 1974 and rerecorded January 29, 1974 as Document 22616613.

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): 23-01-301-020-0000  
Address(es) of Real Estate: 9151 South 77th Avenue, Bridgeview, Illinois 60455

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:  
\$ 62,772.50 JANUARY 26 1991  
Three years or less \* after date for value received, (we) promise to pay to the order of MARSHA A. KLIMAVICIUS the sum of Sixty-Two Thousand Seven Hundred Seventy-Two and 50/100 Dollars at the office of the legal holder of this instrument with interest at 5-1/2 per cent per annum after date hereof until paid, payable at said office, as follows: \* Pursuant to Judgment for Dissolution entered on November 1, 1990, Docket No. 90 D 1946 in Cook County, Illinois

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 her executor or assignee 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 26<sup>th</sup> day of February, 1991

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

Bruno A. Klimavicius (SEAL)  
Bruno A. Klimavicius  
(SEAL)

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Box \_\_\_\_\_

# Trust Deed and Note

TO

# UNOFFICIAL COPY

MAIL TO:

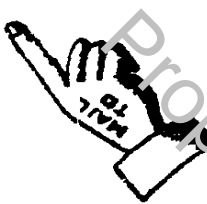
GERMACH, SCHUSSLER & WALSH, LTD.  
Attorneys at Law

9400 S. CROSBY AVE. STE. 902  
OAK LAWN NATIONAL BANK BLDG.  
OAK LAWN, IL 60453

JS

GEORGE E. COLE\*

LEGAL FORMS



Property of Cook County Clerk

05218015

OFFICIAL SEAL  
BETTY WILLIAMS GALLO  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES JULY 29, 1991

*[Signature]*  
Notary Public

Given under my hand and official seal this 26th day of January, 1991 Commission Expires 7/29/91

waiver of the right of homestead.  
instrument as his 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 he signed, sealed and delivered the said  
personally known to me to be the same person whose name is subscribed to the foregoing instrument,

I, BETTY WILLIAMS GALLO, a Notary Public in and for said County, in the  
State aforesaid, DO HEREBY CERTIFY that BRUNO A. KLIMAVICIUS

STATE OF ILLINOIS }  
COUNTY OF COOK }  
ss.