

TRUST DEED AND MORTGAGE
ILLINOIS

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92525212

60635

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THIS INDENTURE WITNESSETH, That the undersigned as grantors, of ELMWOOD PARK, 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 JAMES H. ANDRLE, VICE PRESIDENT OF FIRST SECURITY TRUST AND BANK, A TRUSTEE of ELMWOOD PARK, 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

LOT 9 IN BLOCK 51 IN WESTWOOD BEING MILLS AND SON'S SUBDIVISION OF THE WEST HALF OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$25.00
T#4444 TRAN 2995 07/17/92 09:30:00
#3093 0 0 92-525212
COOK COUNTY RECORDER

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): 12-25-316-057-0000 Address(es) of Real Estate: 7727 WESTWOOD DRIVE, ELMWOOD PARK, ILLINOIS 60635

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: \$ 108,000.00 JULY 3, 19 92 ON DEMAND after date for value received I (we) promise to pay to the order of FIRST SECURITY TRUST AND SAVINGS BANK the sum of ONE HUNDRED EIGHT THOUSAND AND 00/100 Dollars at the office of the legal holder of this instrument with interest at 9.50 per cent per annum after date hereof until paid, payable at said office, as follows: INTEREST TO BE PAID MONTHLY; PRINCIPAL ON DEMAND

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 STEVEN T. EGGERT, VICE PRESIDENT AND AS TRUSTEE 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 _____ day of _____

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

(SEAL)

This instrument was prepared by SANTE DE PACE FOR FIRST SECURITY TRUST AND SAVINGS BANK (NAME AND ADDRESS) 7315 W. GRAND AVE. ELMWOOD PARK, ILLINOIS 60635

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Box **BOX 32**

Trust Deed and Note

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MAIL TO:

BOX 32

GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office

GUARANTY

Chicago, Illinois JULY 3, 19 92

FOR VALUE RECEIVED, the undersigned (who, if two or more in number, shall be jointly and severally bound) hereby unconditionally guarantee(s) the payment of the note on reverse side hereof and all costs, expenses and attorneys' fees incurred in the collection thereof and the enforcement hereof, and waive(s) presentment, demand, protest, and notice of dishonor and of any renewal or extension of said note and consent(s) to any such renewal or extension.

The undersigned jointly and severally irrevocably authorize any attorney of any court of record to appear for them, or either or any of them, in such court in term time or vacation at any time hereafter and confess a judgment without process against them, or any or either of them, in favor of the legal holder of the note on the reverse side hereof for such sum as may appear to be unpaid and owing thereon together with interest, costs and reasonable attorneys' fees, and to waive and release all errors which may intervene in such proceeding and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

Thomas Greifahn
THOMAS GREIFAHN
Corrine S. Greifahn
CORRINE S. GREIFAHN

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

STATE OF _____
COUNTY OF _____
§§

CI 1434526

& Note

THIS TRUST DEED executed by PARKWAY BANK AND TRUST COMPANY, as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and said PARKWAY BANK AND TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument, and it expressly understands and agreed that in doing hereof in said note contained shall be construed as creating any liability on the said Parkway Bank and Trust Company, personally to pay the said note or any interest thereon, except the recall of any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said PARKWAY BANK AND TRUST COMPANY, personally are concerned, the legal holder or holders of said note and the owner of owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereon, and the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor of said

IN WITNESS WHEREOF, PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Vice President, the day and year first above written.

PARKWAY BANK AND TRUST COMPANY, as Trustee, by [Signature] under TIA dated 7/26/79, a/k/a Trust #5004, and not personally.

By [Signature] Asst. Vice President, Asst. Vice President-Trust Officer

STATE OF ILLINOIS
COUNTY OF COOK

Cashier

I, Rosanne DuPass, the undersigned, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that

Rosanne DuPass
Asst. Vice President-Trust Officer

Pamela Braatz, Asst. Cashier
of Parkway Bank And Trust Company,

Assistant Vice President of Parkway Bank and Trust Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust Officer, and Assistant Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said ~~Assistant Vice President~~ then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th

day of July AD 19 92



2500
[Signature]
Notary Public

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