

UNOFFICIAL COPY 93579407

THIS INDENTURE, WITNESSETH, That the undersigned as Trustee, of LaGrange 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 MARY ANN MARTINOVSKY

of Hinsdale, County of DuPage 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 20 IN BLOCK 6 IN LAGRANGE A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD IN SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS P.I.N.: 18-04-321-007 325 S ASHLAND, LAGRANGE, IL 60525

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of

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 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: \$ 23,000.00 July 21 19 93

For value received, the undersigned promises to pay to the order of MARY ANN MARTINOVSKY the principal sum of TWENTY THREE THOUSAND (\$23,000.00) DOLLARS and interest from July 21, 1993 on the balance of principal remaining from time to time unpaid at the rate of ten (10%) percent per annum, such principal sum and interest to be payable as follows: ONE HUNDRED NINETY ONE & 67/100 DOLLARS on the 21st day of August, 1993 and ONE HUNDRED NINETY ONE & 67/100 (\$191.67) DOLLARS on the 21st day of each month thereafter, with a final payment of principal and interest, if not sooner paid, due on the 21st day of July, 1995.

Said payments are to be made at 810 South Stough, Hinsdale, Illinois 60521, or at such other place as the legal holder of this note may from time to time in writing appoint. No prepayment penalty.

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 the 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 County, or of his resignation, refusal or failure to act, then of said County, is hereby appointed to be the first successor in this trust; and if for any like cause his 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 receiving his reasonable charges.

Witness our hands and seals this 21st day of July 19 93

Anna M. Merz (SEAL)
ANNA M. MERZ

(SEAL)

This instrument was prepared by DAVID M. SVEC, 6504 CERMAK, BERWYN, IL 60402-2367 (NAME AND ADDRESS)

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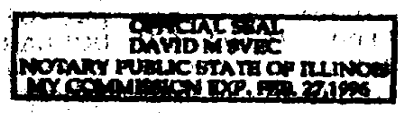
STATE OF ILLINOIS
County of COOK

I, David M. Svec, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANNA M. MERZ DIVORCED AND NOT SINCE REMARRIED 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 she signed, sealed and delivered the said instrument as her 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 21st day of July, 1993

(Impress Seal Here)

Notary Public



Commission Expires

Trust Deed and Note

TO



MAIL TO DAVID SVEC
1554 W. CRAWFORD
Belle Meade, IL 60402

GEORGE E. COLE
LEGAL FORMS

93579407

Box

Handwritten scribble