

TRUST DEED AND MORTGAGE
(ILLINOIS)

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THIS INDENTURE WITNESSETH, That the undersigned as grantors, of Chicago, 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 Gail Ann Anderson, 1860 W. Durham, Inverness, 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:

93749972
BOX 112
DEPT-01 RECORDING \$23.00
T#0000 TRAN 3989 09/20/93 12:19:00
#4605 # *--93--749972
COOK COUNTY RECORDER
93749972
Above Space For Recorder's Use Only

UNIT NO. 8-C TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 3440 LAKE SHORE DRIVE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25106295, IN THE FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, 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): 14-21-307-047-1073
Address(es) of Real Estate: Unit 8C, 3440 N. Lake Shore Dr., Chicago, IL

93749972

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. In 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:
\$40,000.00 VanLieu September 1, 1993
Marc Anderson and Nora Faye VanLieu after date for value received I (we) promise to pay to the order of Gail Ann Anderson the sum of Forty thousand and 00/100 Dollars at the office of the legal holder of this instrument with interest at 7 percent per annum after date hereof until paid, payable at said office, as follows: principal and interest payable monthly at \$359.54, beginning Oct. 1, 1993 and due in full Sep. 1, 2008.

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 Marc Anderson 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 1st day of September, 1993.

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

(SEAL) Marc Anderson
(SEAL) Nora Faye VanLieu

This instrument was prepared by Mary M. York, Attorney at Law (NAME AND ADDRESS)

Gail A. Anderson
1860 W. Durham
Inverness, IL 60067

2309

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Box _____

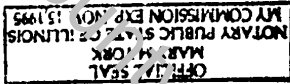
Trust Deed and Note

TO

MAIL TO: Schwartz, Saks & Carver
11 S. La Salle St. Suite 2500
Chicago, IL 60603

GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office



Commission Expires

(Impress Seal Here)

[Signature]
Notary Public

Given under my hand and official seal this 1st day of September, 1993.

waiver of the right of homestead.
instrument as trust 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;

I, Mary M. York, a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that Mrs. Anderson and
Mrs. Foye Von Linn

STATE OF ILLINOIS
COUNTY OF COOK
ss. }

24661-156