

TRUST DEED AND NOTE
(ILLINOIS)

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COOK COUNTY ILLINOIS
FILED FOR RECORD
MAR 1 1993
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CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of 5056 W. Eddy, 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 Lincoln National Bank

Chicago, City of Chicago, 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:

93339831

93339831

Above Space For Recorder's Use Only

The South $\frac{1}{2}$ of the West $\frac{1}{2}$ of Lot 8 in Block 2 in Hield and Martin's Addison Avenue Subdivision of the North $\frac{1}{3}$ of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

23-ER

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): 13-21-400-039

Address(es) of Real Estate: 5056 W. Eddy - Chicago, Illinois 60641

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:

\$ 8,260.56 24 Months after date for value received I (we) promise to pay to the order of Lincoln National Bank - 3959 N. Lincoln - Chgo, IL 60613 the sum of Eight Thousand Two Hundred Sixty Dollars and 56/100 Dollars at the office of the legal holder of this instrument with interest at 8.0 per cent per annum after date hereof until paid, payable at said office, as follows: 24 payments @ \$344.19 beginning April 29, 1993, final payment due on or before March 29, 1995

And to secure the payment of said amount I (we) hereby authorize, irrevocably any attorney or 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 error, 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 Chicago Title & Trust Company 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 29th day of March, 19 93

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

Carl Schermer (SEAL)
Carl Schermer

Kim Schermer (SEAL)
Kim Schermer

This instrument was prepared by James Devenney - Assistant Vice President
(NAME AND ADDRESS)

Box 162

Box _____

Trust Deed and Note

Carl Schermer and
Kim Schermer

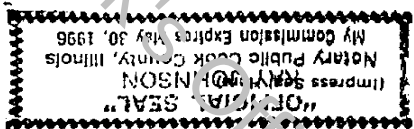
TO

Litclip National Bank
3954 N. Lincoln Avenue
Chicago, Illinois 60613

MAIL TO:

UNOFFICIAL COPY

Property of Cook County Clerk



Commission Expires _____

waiver of the right of homestead.
Given under my hand and official seal this _____ 29th _____ day of _____ March _____, 19 93

personally known to me to be the same person 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

I, _____ the undersigned _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Carl Schermer and Kim Schermer

STATE OF _____
COUNTY OF _____
ss. _____

93339831