

TRUST DEED AND MORTGAGE  
(ILLINOIS)

UNOFFICIAL COPY

94821707

CAUTION: Consult a lawyer before using or acting under this form.  
All warranties, including merchantability and fitness, are excluded.

A.T.G.F.  
BOX 370

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of Palos 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 WALTER S. HOJKA, SR.

DEPT-01 RECORDING \$23.00  
T97777 TRAN 8182 09/20/94 14:12:00  
81664 DW -94-820707  
COOK COUNTY RECORDER  
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T97777 TRAN 8182 09/20/94 14:12:00  
81664 DW -94-820707  
COOK COUNTY RECORDER

Crestwood, 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:

Parcel No. 67A, That part of the West half of the West half of the Southeast quarter of Section 3, Township 36 North, Range 13, East of the Third Principal Meridian, lying North of the South 64 rods of said South East quarter and lying South of a line described as beginning at a point on the West line of the Southeast quarter of said Section 3, which is 1333.45 feet South of the Northwest corner thereof; thence East along a line parallel with and 13.45 feet South of the North line of the South half of the West half of the West half of the South 32 rods of the North 96 rods of the Southeast quarter of said Section 3, a distance of 83.27 feet; thence Southeasterly along a diagonal line a distance of 597.77 feet to an intersection with the East line of said South half of the West half of the West half of the South 32 rods of the North 96 rods of the Southeast quarter of said Section 3, at a point which is 139.19 feet South of the North East corner thereof, in Cook County, Illinois.

Above Space For Recorder's Use Only

Trustee agrees to subordinate subject Trust Deed to Grantor's construction lender if Grantor should develop said property during the first five years. In the event Grantor should subdivide and sell off part of said property Trustee agrees to issue partial releases in exchange for partial payment in the amount of \$23,600 per parcel, each parcel not to exceed 1.00 ac. +/-, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

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:  
\$ 118,000.00 September 2nd, 19 94  
On or before five years after date for value received, (we) promise to pay to the order of WALTER S. HOJKA, SR. the sum of ONE HUNDRED EIGHTEEN THOUSAND and no/100 Dollars at the office of the legal holder of this instrument with interest at eight per cent per annum after date hereof paid, payable at said office, as follows: Monthly payments of \$2,000.00, with the first payment due 90 days after closing, on the first of each month for sixty months. The balance to be paid in full on or before December 31, 1999. Grantor to pay\*

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 \_\_\_\_\_ 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 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.

\*all property tax and provide liability insurance for subject property.

Witness our hands and seals this 2nd day of September, 19 94.

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

DEVITT CONSTRUCTION COMPANY (SEAL)  
BY: John Devitt President (SEAL)



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REL ATTORNEY SERVICES # 636446

94821707

Box \_\_\_\_\_

# Trust Deed and Note

# UNOFFICIAL COPY

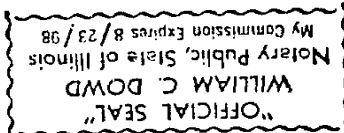
TO

MAIL TO:

Box 317

GEORGE E. COLE  
LEGAL FORMS

Property of Cook County Clerk's Office



Commission Expires \_\_\_\_\_

(Impress See Here)

*[Signature]*  
Notary Public

Given under my hand and official seal this \_\_\_\_\_ 2nd \_\_\_\_\_ day of \_\_\_\_\_ September, 1994.

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,  
State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ JOHN DEVITT, as president of DEVITT  
CONSTRUCTION COMPANY,  
I, \_\_\_\_\_ the undersigned \_\_\_\_\_ a Notary Public in and for said County, in the

STATE OF \_\_\_\_\_ Illinois }  
COUNTY OF \_\_\_\_\_ Cook }  
SS. \_\_\_\_\_

40207876