

UNOFFICIAL COPY

94182913

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TRUST DEED AND NOTE

Loan No. C1-169-8

THIS INSTRUMENT WITNESSETH, That the undersigned as grantors, of Stickney, 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 Family Federal Savings of Illinois Cicero County of Cook and State of Illinois the following described Real Estate, with all improvements thereon, situated in the County of Cook in the State of Illinois to wit:

Lots 11 and 12 (Except the South 10 Feet thereof) in Block 1 in R.A. Cepek's Subdivision of Blocks 13 and 14 in Nickerson's Subdivision of the East 1/2 of Section 6, Township 38 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois.

RECORDING FEE \$23.50

19-06-224-041

19998 TRAN-2979-02/25/94-10:44:00

\$23.50

COOK COUNTY RECORDER

4229 S. Elmwood-Stickney, Ill. 60402

herby releasing and waving 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 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 advanced moneys.

In trust, nevertheless, for the purpose of securing performance of the following obligation, to-wit:

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PROMISSORY NOTE

\$17,094.00 Stickney Illinois Feb. 17, 1994 (Amount of Note) (City) (State) (Date)

For value received, the undersigned promises to pay to the order of Family Federal Savings of Illinois at its office, or at the office of the holder hereof,

the sum of Seventeen Thousand and Ninety Four Dollars,

to be paid in 84 monthly installments of 203.50 Dollars each, beginning on the 1st day of March 1st 1994

and a like installment on the same date in each month thereafter until this note is paid in full. Failure to pay any one or more of said installments promptly when due (time being of the essence in this transaction) shall, at the option of the holder hereof, immediately mature the entire unpaid balance, with interest recalculated at the highest rate allowed by law in this State and said recalculated amount shall thereafter bear interest at the highest rate allowed by law in this State. If this note is placed in the hands of an attorney for collection, the undersigned agrees to pay in addition to said principal and interest, reasonable attorneys' fees and cost. The undersigned agrees to pay a late charge, not exceeding 5c for each dollar of each payment more than 15 days in arrears, but not in excess of \$5.00, in respect to any one such late charge payment. Further to secure the payment of this note, the undersigned hereby, jointly and severally, irrevocably, authorize and empower any attorney at law of any Court of record to appear for him, them, or either of them, in any Court, at any time, and confess a judgment without process against him, them, or either of them, in favor of the legal holder, for such sum as may appear to be unpaid, with interest, costs, and reasonable attorneys' fees, and to waive and release all errors and consent to immediate execution, hereby ratifying and confirming all that said attorney may do by virtue hereof, and hereby waive all right of appeal from such judgment. The undersigned, including makers, endorsers, guarantors, assignors and sureties join in this note, jointly and severally, hereby bind themselves, their personal representatives, heirs and successors, and jointly and severally, agree to all extensions and waive presentment for payment, demand, protest and notice of protest for nonpayment of this note, and hereby waive all homestead or exemption rights and valuation laws and hereby authorize the holder hereof to claim such right and subject the same to the payment of this note. If this note is given for the improvement of any real estate, the lien for such improvement is not extinguished by the giving of this note, but may be claimed by or for the holder hereof. "The undersigned" as used herein, includes the singular and plural and the masculine, feminine and neuter.

PROMISSORY NOTE PAYABLE AT THE MORTON PARK FEDERAL SAVINGS and Loan Association of Cicero 5317-25 W. 25TH STREET CICERO, ILLINOIS 60608

James J. Boyd (SEAL) Patricia J. Boyd (SEAL) 23.50

RE-TITLE SERVICES # 92-1166-4

UNOFFICIAL COPY

Trust Deed and Note

Family Federal Savings of Ill.

5225 W. 25th Street

to

James G. Bzdyl and Patricia Bzdyl, h.w. 2229 Elmwood-Stickney, Ill.

Instrument Prepared by: Jerome J. Gralls, V.P.



Property of Cook County Clerk's Office

DEPT-01 RECORDINGS \$23.50
TRAN 2979.02/25/94 10:45:00
*94-182913
COOK COUNTY RECORDER

STATE OF ILL. County, Ill.
I, Jerome J. Gralls, a Notary Public, in and for, and residing in said County, in the State aforesaid, do hereby certify that James G. Bzdyl and Patricia Bzdyl, personally known to me to be the same person - whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument in 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 11/27 day of 1994 A. D. 1994
Notary Public, Jerome J. Gralls

