

# UNOFFICIAL COPY

## TRUST DEED AND NOTE (ILLINOIS)

95258078

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 JAMES H. ANDRLE,  
VICE PRESIDENT OF FIRST SECURITY TRUST & SAVINGS BANK, of ELMWOOD PARK, 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,

DEPT. OF RECORDING \$23.50  
140004 TRAM 5/21/85 11:41:00  
46599 + L.F. \* - 95258078  
COOK COUNTY RECORDER

95258078

Above Space For Recorder's Use Only

to-wit: LOT 18 (EXCEPT THE NORTH 20 FEET THEREOF) AND ALL OF LOT 19 IN BLOCK 4 IN E.E. READ'S MONT CLARE SUBDIVISION OF THE WEST HALF OF THE EAST 2/3 OF THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

95258078

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): 13-30-314-016

Address(es) of Real Estate: 2613 N. NEW ENGLAND AVE. CHICAGO, ILLINOIS 60635

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 12 % 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, interests or advancements.

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

\$ 80,000.00 ON DEMAND APRIL 8, 19 95  
after date for value received I (we) promise to pay to the order of  
FIRST SECURITY TRUST & SAV. BANK the sum of  
EIGHTY THOUSAND AND 00/100 Dollars

at the office of the legal holder of this instrument with interest at 8.75 per cent per annum after date hereof until paid, payable at said office, as follows: INTEREST TO BE PAID MONTHLY; PRINCIPAL ON DEMAND

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 attorneys 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.

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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 DANA TROYER, V.P. AND AS TRUSTEE 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 8TH day of APRIL, 1995.

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

X Mary Mlot (SEAL)  
MARY MLOT (SEAL)

This instrument was prepared by SANTE DE PACE FOR FIRST SECURITY TRUST & SAV. BANK  
(NAME AND ADDRESS) 7315 W. GRAND AVE. ELMWOOD PARK, IL. 60635

STATE OF ILLINOIS

COUNTY OF COOK SS.

I, JEFFREY L. GONIEWSKI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARY MLOT

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 official seal this 8TH day of APRIL, 1995.

(Impress Seal Here)

Commission Expires 6/29/95

Jeffrey L. Goniewski  
Notary Public

Box 95255078

Trust Deed and Note

TO

First Security Trust, Savings Bank,  
7315 West Grand Ave  
Elmwood Park, IL 60635-4996

MAIL TO: