

# UNOFFICIAL COPY

## TRUST DEED AND NOTE (ILLINOIS)

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 AND 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.

. 0201-01 RECORDING \$25.50  
. 180008 TRAN 3711 05/25/95 10146100  
. 4516 : UF \* - 95 - 342546  
. COOK COUNTY RECORDER

Above Space For Recorder Use Only

to-wit: LOT 1 IN BLOCK 13 IN SUBDIVISION OF FIRST ADDITION TO ELLSWORTH, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

95342546

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): 12-25-332-005

Address(es) of Real Estate: 2440 N. 76TH AVENUE ELMWOOD PARK, IL. 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 tenable 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:  
\$ 33,000.00 APRIL 26, 19 95  
----- ON DEMAND ----- after date for value received I (we) promise to pay to the order of  
FIRST SECURITY TRUST AND SAVINGS BANK the sum of  
THIRTY THREE THOUSAND AND 00/100 Dollars

at the office of the legal holder of this instrument with interest at 9.25 per cent per annum after date hereof until paid, payable at said office, as follows: INTEREST PAYABLE MONTHLY, PRINCIPAL DUE 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 County, or of his resignation, refusal or failure to act, then DANA TROYER, 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

COLUMBIA NATIONAL BANK OF CHICAGO, AS (SEAL)  
TRUSTEE OF TRUST #1965, DTD: 9/14/84

\_\_\_\_\_  
(SEAL)

\*SEE SIGNATURE RIDER ATTACHED

This instrument was prepared by ALLAN S. CUTLER, FOR FIRST SECURITY TRUST & SAVINGS BANK  
(NAME AND ADDRESS) 7315 W. GRAND AVE. ELMWOOD PARK, IL. 60635

STATE OF \_\_\_\_\_

ss.

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

\_\_\_\_\_ personally knows to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(Impress Seal Here)

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

\_\_\_\_\_  
Notary Public

NOTARY PUBLIC STATE OF ILLINOIS  
I hereby certify that \_\_\_\_\_ is duly qualified and authorized to perform the duties of a Notary Public in and for the County of \_\_\_\_\_, State of Illinois, under the authority of the State of Illinois.  
My Commission Expires \_\_\_\_\_  
Notary Public \_\_\_\_\_

Box _____	Trust Deed and Note	TO
MAIL TO:		

95342016

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## EXHIBIT "A"

This Exhibit "A" is attached to and made a part of Installment Note dated  
4/26/95 maturing ON DEMAND

This note is executed by COLUMBIA NATIONAL BANK OF CHICAGO, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in said Trust Deed securing the payment hereof, by the enforcement of the provisions contained in said Trust Deed. No personal liability shall be asserted or be enforceable against the promisor or any person interested beneficially or otherwise in said property specifically described in said Trust Deed given to secure the payment hereof, or in the property or funds at any time subject to said trust agreement, because or in respect of this note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Trust Deed, or the proceeds arising from the sale or other holder hereof shall be by foreclosure of the said Trust Deed given to secure the indebtedness evidenced by this note, in accordance with the terms and provisions in said Trust Deed set forth or by action to enforce the personal liability of the guarantor, if any, of the payment hereof, or both.

Subscribed and sworn to before me this

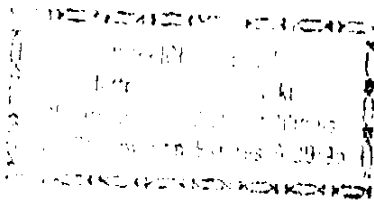
26<sup>TH</sup> day of APRIL 1995  
*Jeffrey L. Strawinski*  
(Notary Public)

Columbia National Bank of Chicago  
As Trustee as aforesaid and not personally.

By *Charles L. Cantelmo*  
Trust Officer / Vice-President

ATTEST

*Charles L. Cantelmo*  
Assistant Trust Officer



\*NOTARY CDS-INCLUDING INTEREST\*

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Cook County Clerk's Office

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