

# UNOFFICIAL COPY

## TRUST DEED AND NOTE

(ILLINOIS)

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of \_\_\_\_\_

OAK 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 JAMES H. ANDRLE

VICE PRESIDENT OF FIRST SECURITY TRUST AND SAVINGS BANK

of ELMOOD 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,

96731397

Above Space For Recorder's Use Only

to-wit: UNIT NO.14 AS DELINEATED ON THE SURVEY OF LOT 113(EXCEPT THE WEST 11.0 FEET THEREOF) ALL OF LOTS 114 AND 115 AND LOT 116 (EXCEPT THE EASTERLY 5.0 FEET THEREOF) IN VOLK BROTHERS' CAREY ESTATES, BEING A SUBDIVISION OF LOT 3, LYING NORTH OF GRAND AVENUE, IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF FRACTIONAL SECTION 26, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO BLOCK "C" IN TURNER PARK CITY, BEING A SUBDIVISION OF LOTS 1 AND 2 IN SAID ASSESSOR'S DIVISION AND PART OF LOT "A" IN WILHELMINA SCHMIDT'S CONSOLIDATION OF PART OF LAFRAMBOISE RESERVE, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR FIRST GRAND CONDOMINIUMS MADE BY FRANK J. MORELLI AND JUDITH A. MORELLI, HIS WIFE RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO.24498869, TOGETHER WITH AND UNDIVIDED 8.94010 PERCENT INTEREST IN SAID SURVEYED PROPERTY(EXCEPTING FROM SAID PROPERTY AND SPACE COMPRISING ALL UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK 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: 12-26-307-036-1006

Address(es) of Real Estate: 8627 W. GRAND AVENUE, UNIT #14, RIVER GROVE, ILLINOIS 60171-1370

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, the grantee is authorized to attend to the same and pay the bills therefor, which shall, with 9.25% 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: \$ 12,800.00 SEPTEMBER 6, 19 96 ON DEMAND after date (or value received I/we) promise to pay to the order of FIRST SECURITY TRUST & SAVINGS BANK the sum of TWELVE THOUSAND EIGHT HUNDRED 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: 120 MONTHLY INSTALLMENTS OF \$163.88 BEGINNING OCTOBER 11, 1996

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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Box \_\_\_\_\_

Trust Deed and Note

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MAIL TO:

Property of Cook County Clerk's Office

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

Address See Here

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ 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 \_\_\_\_\_ 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.

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

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

SS. \_\_\_\_\_

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

This instrument was prepared by SANTE DE PACE FOR FIRST SECURITY TRUST AND SAVINGS BANK, 7313 W. GRAND AVE., ELKWOOD PARK, IL. 60707

PLEASE PRINT OR TYPE NAME(S), ADDRESS AND CITY AND STATE

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

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

AND MADE A PERMANENT PART HEREOF\*\*SEE SIGNATURE PAGE ATTACHED HERETO

Witness our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

IN THE EVENT of the trustee's death, inability, or removal from said County, or of his resignation, refusal or failure to act, then GEORGE H. ENGER, 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.

7313 W. GRAND AVE. ELKWOOD PARK, ILL. 60707

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PAGE

SIGNATURE RIDER ATTACHED TO: TRUST DEED AND NOTE (dated 09/06/96)

This document is executed by FIRSTAR BANK ILLINOIS, not personally but as Trustee under Trust No. 548-C as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any question of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

Bank/a First Colonial Trust Company,  
successor to Colonial Bank and Trust Company of Chicago

FIRSTAR BANK ILLINOIS, not personally,  
but solely as Trustee under Trust Agreement  
dated 02/24/83 and known as Trust  
No. 548-C

By: Mary Figiel  
Mary Figiel, Land Trust Officer

ATTEST:

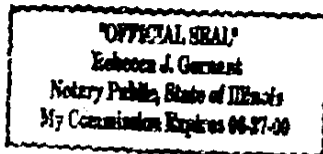
By: Norma J. Haworth  
Norma J. Haworth, Land Trust Officer

Illinois }  
County of Cook }

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Mary Figiel personally known to me to be the Land Trust Officer of FIRSTAR BANK ILLINOIS and Norma J. Haworth personally known to me to be the Land Trust Officer of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Land Trust Officer and Land Trust Officer of said Corporation, and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11th day of September 19 96

Elizabeth J. Gernant  
NOTARY PUBLIC



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