

UNOFFICIAL COPY

TRUST DEED AND NOTE (ILLINOIS)

96946859

96946859

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. ANDLRE, VICE PRESIDENT OF FIRST SECURITY TRUST AND SAVINGS BANK _____ of _____, 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:

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, to-wit:

Above Space For Recorder's Use Only

LOTS 27, 28, 29, AND 30 IN BLOCK 5 IN VOLK BROTHERS MAHLER'S ESTATES, BEING A SUBDIVISION IN THE NORTHWEST QUARTER, THE NORTH AND SOUTH OF THE INDIANA BOUNDARY LINE, IN SECTION 24, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN., IN COOK COUNTY, ILLINOIS.

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): 12-24-107-059, 12-24-107-060 AND 12-24-107-061 Address(es) of Real Estate: 7640 W. ADDISON ST. CHICAGO, IL. 60634-3123

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 8.0 % 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: \$ 40,000.00 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 FORTY THOUSAND AND 00/100 _____ Dollars at the office of the legal holder of this instrument with interest at 8.0 per cent per annum after date hereof until paid, payable at said office, as follows: 180 MONTHLY PAYMENTS AT \$860.09 BEGINNING DECEMBER 25, 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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UNOFFICIAL COPY

Box _____

Trust Deed and Note

TO _____

MAIL TO: _____

Property of Cook County Clerk's Office

Commission Expires _____

Address See Here

2/15/99

Given under my hand and official seal this 25TH day of NOVEMBER 19 96
free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
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 _____ signed, sealed and delivered the said instrument as HER

I, JEFFREY L. CONSIEWSKI, DO HEREBY CERTIFY (as BETTY HOFFMAN State aforesaid, a Notary Public in and for said County, in the

COUNTY OF COOK

SS.

STATE OF ILLINOIS

ELMWOOD PARK, ILLINOIS 60707

This instrument was prepared by MARIA DELLO ORANELLO FOR FIRST SECURITY TRUST AND SAVINGS BANK (NAME AND ADDRESS) 7315 W. GRAND AVE.

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



BETTY HOFFMAN (SEAL)

Witness our hands and seals this 25TH day of NOVEMBER 19 96

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 GEORGE ENGER AS TRUSTEE 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.

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