

TRUST DEED AND NOTE
(ILLINOIS)

97047825

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of ELMWOOD 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 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:

THE SOUTH 34 FEET OF THE NORTH 67 FEET OF LOT 91 IN HILL CREST SUBDIVISION, A SUBDIVISION IN THE NORTH 1/2 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$23.50
7:0001 TRAN 7695 01/22/97 10:35:00
7297 RP *-97-047825
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

97047825

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): 12-36-211-006

Address(es) of Real Estate: 2229 N. 74TH COURT, ELMWOOD PARK, ILLINOIS 60707-2630

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, the grantee is authorized to attend to the same and pay the bills therefor, which shall, with 8.75 % 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:
\$ 17,000.00 DECEMBER 23, 19 96

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 SEVENTEEN 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: 180 MONTHLY INSTALLMENTS OF \$169.91 BEGINNING 1-28-97.

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.

23.50

UNOFFICIAL COPY

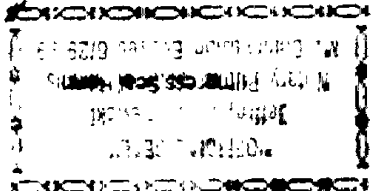
Box _____

Trust Deed and Note

TO

MAIL TO:

Property of Cook County Office



Given under my hand and official seal this 23RD day of DECEMBER 19 96
Personally known to me to be the same person, whose names, ABE, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I, JEFFREY L. GONIEWSKI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOSEPH SWIDER AND JUDITH SWIDER

STATE OF ILLINOIS COUNTY OF COOK ss. ELMWOOD PARK, IL. 60707-2630

This instrument was prepared by SANTE DE PAGE FOR FIRST SECURITY TRUST AND SAVINGS BANK (NAME AND ADDRESS) 7315 W. GRAND AVE.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
X JOSEPH SWIDER (SEAL)
X JUDITH SWIDER (SEAL)

Witness our hands and seals this 23RD day of DECEMBER 19 96

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 SUCCESSOR 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.