

UNOFFICIAL COPY

TRUST DEED AND NOTE (ILLINOIS)

97316057

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:

REC'D REC'D RECORDING \$23.50
12-36-405-027 05-06-97 09:53:00
12-36-405-027-97-316057
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

Q3.56

LOT 1 (EXCEPT THE SOUTH 44 FEET THEREOF AND EXCEPT THE WEST 8 FEET THEREOF DEDICATED FOR ALLEY) IN BLOCK 10 IN MILLS AND SONS GREENFIELD SUBDIVISION IN SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

97316057

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): 12-36-405-027

Address(es) of Real Estate: 7301 W. ARMITAGE ELMWOOD PARK, ILLINOIS 60707-3151

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 9.0% 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:
\$ 35,000.00 APRIL 08, 19 97

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 FIVE THOUSAND AND 00/100 ----- Dollars at the office of the legal holder of this instrument with interest at 9.0 per cent per annum after date hereof until paid, payable at said office, as follows: MONTHLY PAYMENT OF \$354.99 BEGINNING MAY 12, 1997.

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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Trust Deed and Note

BOX

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MAIL TO:

63/129

IN THE EVENT of the trustee's death, incapacity, or reassignment, GEOERGE ENGER, AS TRUSTEE
 County, or of his reassignment, refusal or failure to act, then GEOERGE 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 accept
 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 above-mentioned conventions 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 invalidating the remaining provision or such provision
 extends to such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions
 of this indenture, it shall be ineffective to the extent of such provision or invalidity, and the remaining provisions shall be effective to the
 extent of such provision or invalidity, without invalidating or affecting the remaining provision or the remaining provisions.
 This instrument was prepared by MARIA DELLO ORFANELLO FOR FIRST SECURITY TRUST AND SAVINGS BANK
 (NAME AND ADDRESS) 7315 W. GRAND AVE.
 STATE OF ILLINOIS ELMWOOD PARK, ILLINOIS 60707
 COUNTY OF COOK SS.
 I, JEFFREY GONSTEWSKI, DO HEREBY CERTIFY that PATRICIO SILVA
 a Notary Public in and for said County, in the
 presence known to me to be the same person TS subscribed to the foregoing instrument, appeared before
 me this day in person and acknowledged that HE signed, sealed and delivered the said instrument as HIS
 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 19 97