

98131581

UNOFFICIAL COPY

TRUST DEED AND NOTE  
(ILLINOIS)

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,

DEPT-01 RECORDING 923.50  
T70012 TRAN 7198 02/17/98 09:16:00  
17508 = TRD. # - 28 - 13 1583 1  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

98131581

to-wit:

ALL OF LOT 3 (EXCEPT THE NORTH 31 FEET AND EXCEPT THE SOUTH 47 FEET AND EXCEPT THE WEST 8 FEET DEDICATED FOR ALLEY) IN BLOCK 10 IN MILLS AND SONS GREEN FIELDS SUBDIVISION IN SECTION 36, 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): 12-36-405-052

Address(es) of Real Estate: 1922 N. 73RD AVE. ELMWOOD PARK, ILLINOIS 60707-3721

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 8.75 % 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:

\$ 93,500.00 JANUARY 28, 19 98  
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 NINETY THREE THOUSAND FIVE HUNDRED 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: TWENTY SEVEN (27) MONTHLY INSTALLMENTS OF \$3,827.59 BEGINNING APRIL 15, 1998

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 attorney's 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.

5-y  
F-2  
N-T  
M-y  
\$23.50  
8-14

Box \_\_\_\_\_

Trust Deed and Note

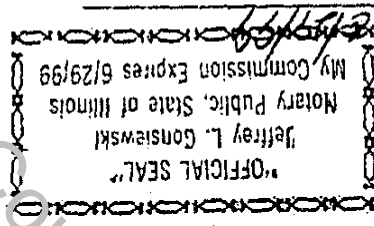
TO \_\_\_\_\_

MAIL TO: \_\_\_\_\_

Property of Cook County

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

(Impress Seal Here)



Notary Public

*Jeffrey L. Gonsiewski*

Personally known to me to be the same person S whose name S ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed 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 GAIETANO G. MARINO (A/K/A GINO MARINO) AND ROSE ANN MARINO

STATE OF ILLINOIS COUNTY OF COOK ss.

(NAME AND ADDRESS) 7315 W. GRAND AVE. ELMWOOD PARK, IL. 60707

This instrument was prepared by SANTE DE PACE FOR FIRST SECURITY TRUST AND SAVINGS BANK

PLEASE PRINT OR TYPE NAMES BELOW SIGNATURE(S)

GAIETANO G. MARINO (A/K/A GINO MARINO) (SEAL) *Gaietano G. Marino*  
ROSE ANN MARINO (SEAL) *Rose Ann Marino*

Witness our hands and seals this 28TH day of JANUARY, 1998.

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 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 convenants 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.

185131581