

UNOFFICIAL COPY 99861923

TRUST DEED AND NOTE (ILLINOIS)

7636/0038 89 001 Page 1 of 3 1999-09-10 12:58:00 Cook County Recorder 25.50



Above Space For Recorder's Use Only

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of ... 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. Andrie Vice President of First Security Trust & 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:

LOT 6 IN BLOCK 1 IN RHODE AND CLARKE'S SUBDIVISION OF 76.65 ACRES IN SECTIONS, 26 AND 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS : 2507 N. MAPLE STREET, RIVER GROVE, IL. 60171-1603

P.I.N. # 12-26-319-024-0000

\*Chicago Title Land Trust Company, as Trustee under Trust agreement Dated April 6, 1999 and known as trust NO. 1105744

CHLTC

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): 12-26-319-024-0000

Address(es) of Real Estate: 2507 N. Maple Street, River Grove, Illinois 60171-1603

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:

\$ 9,000.00 August 21 19 99 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 Nine 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: Sixty (60) monthly installments of \$186.83; begging September 21, 1999

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.

5-4 13 NW My 8/10

UNOFFICIAL COPY

Box \_\_\_\_\_

Trust Deed and Note

TO

MAIL TO:

FIRST SECURITY TRUST & SAVINGS BANK  
7315 W. GRAND AVENUE  
ELMWOOD PARK, ILLINOIS 60707



Notary Public

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

(Impress Seal Here)

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before \_\_\_\_\_

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

STATE OF Illinois  
COUNTY OF Cook  
ss.

This instrument was prepared by Kathy N. Moretti for First Security Trust and Savings Bank (NAME AND ADDRESS) 7315 W. Grand Ave., Elmwood Park, IL 60707.

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

SEE ATTACHED EXCULPATORY CLAUSE FOR SIGNATURE (SEAL)

Witness our hands and seals this 25th day of August, 1999

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.

99861923

EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST 1105744 and NOTE ATTACHED TO AND MADE A PART OF THE TRUST Deed DATED 8-25-99, WITH First Security Trust & Savings Bank

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representaton, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: August 25, 1999

CHICAGO TITLE LAND TRUST COMPANY, as Trustee Under Trust No. 1105744

By: [Signature]  
Assistant Vice President

Attest:  
By: [Signature]  
Assistant Secretary



State of Illinois  
County of Cook SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President and Assistant Secretary of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this AUG 25 1999



[Signature]  
NOTARY PUBLIC