

0 3 5 0 0 4 5 4

3560454

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of **2722 W. Farwell**, 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

Andrew Russo, of **Lincoln National Bank** 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

Lot 37, the West 20 feet of Lot 38 in Block 7 in the National City Realty Company's 1st Addition to Rogers Park Manor, a Subdivision of the West Half of the Southwest Quarter of the Northeast Quarter of Section 36, Township 41 North, Range 13 North and South of the Indian Boundary Line, East of the Third Principal Meridian.

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): **0-36-223-029** Address(es) of Real Estate: **2722 W. Farwell, Chicago, Illinois 60645**

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 tenable 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% 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, interest or advancements.

In trust, nevertheless, for the purpose of securing performance of the following obligation, to-wit: \$ **25,800.00** **March 4** 19 **86** after date for value received **2**(year) promise to pay to the order of **Lincoln National Bank, 3959 N. Lincoln Avenue, Chicago, Illinois 60613** the sum of **Twenty five thousand eight hundred dollars and 00/100** Dollars at the office of the legal holder of this instrument with interest at **9** per cent per annum after date hereof until paid, payable at said office, as follows: **95 equal monthly payments of \$268.00 each beginning on April 15, 1986 and a final payment of \$340.00 due on March 15, 1994**

And to secure the payment of said amount (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 (our) said attorney may do by virtue hereof.

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 **Gene L. Torkelson** 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.

Witness our hands and seals this **4th** day of **March**, 19 **86**.

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

THIS INSTRUMENT WAS PREPARED BY **GENE L. TORKELSON** LINCOLN NATIONAL BANK 3959 N. LINCOLN AVENUE CHICAGO, ILLINOIS 60613

Thuy Dinh La (SEAL)
Thuy Dinh La (SEAL)

This instrument was prepared by **Gene L. Torkelson - Senior Vice President** (NAME AND ADDRESS)

LINCOLN NATIONAL BANK 3959 LINCOLN AVENUE CHICAGO, ILLINOIS 60613

NOTICE IDENTIFIED BY NOTE

3560454

134 8/16/33 IN DUPLICATE
Box _____

Trust Deed and Note

253 6th St. La

253015110
Lincoln National Bank
Lincoln National Bank

3909 N. Lincoln Avenue

Chicago, Illinois 60613

UNOFFICIAL COPY

353015110

mitted by _____

Address _____

Formized _____

Delivered _____

Address _____

Deed _____

Deed to _____

Address _____

MAIL TO: LINCOLN NATIONAL BANK
353 395th LINCOLN AVENUE
RETURN CHICAGO, ILLINOIS 60613

BOY GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office

Commission Expires May 30, 1966

Kay Johnson
Notary Public

Given under my hand and official seal this 4th day of March, 19 55

waliver of the right of homestead.
instrument as his free and voluntary act, for the use and purposes therein set forth, including the release and
appeared before me this day in person and acknowledged that he signed, sealed and delivered the said
personally known to me to be the same person whose name is subscribed to the foregoing instrument,

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

STATE OF Illinois }
COUNTY OF Cook }
SS.