

UNOFFICIAL COPY

03500522



LINCOLN NATIONAL BANK

3959 NORTH LINCOLN AVENUE • CHICAGO, ILLINOIS 60613 • (312) 549-7100

October 20, 1986

AFFIDAVIT OF LATE DELIVERY OF TRUST DEED

I, Gene L. Torkelson, affiant and Senior Vice President of Lincoln National Bank, being first duly sworn on oath states that the following property is registered with the Registrar of Titles, Cook County, Illinois, Torrens Certificate #1313595:

LOT TWO------(2)

In Markovich Resubdivision being a Resubdivision of Lot 10, (Except the West 15 feet thereof) and all of Lot 9 in Block 1, in Greenwood Terrace, Unit 1, being a Subdivision in the East Half (1/2) of the Northwest Quarter (1/4) of Section 23, Township 41 North, Range 12, East of the Third Principal Meridian, according to Plat of Markovich Resubdivision registered in the Office of the Registrar of Titles of Cook County, Illinois, on April 27, 1978, as Document Number 3013723.

That on November 26, 1985, Niloje Markovic and Milena Markovic, his wife, executed a Trust Deed and Note in the amount of \$34,400.00. The Trust Deed and Note were inadvertently misplaced by certain employees of the Lincoln National Bank, and were not timely filed with the Registrar of Titles.

That the Trust Deed and Note are valid obligations and have not been paid in full or discharged, and therefore, should be accepted for filing with the Registrar of Titles to protect the security interest of Lincoln National Bank.

That I, the affiant, further states that this Affidavit is made for the purpose of inducing the Registrar of Titles to register this Trust Deed and identify the Note secured by the Trust Deed. I, the affiant, make this affidavit to indemnify and save harmless any and all claims which may be presented against the Registrar of Titles as a result of registering this Trust Deed.

Very Truly Yours,
Gene L. Torkelson
Gene L. Torkelson
Senior Vice President
Lincoln National Bank

STATE OF ILLINOIS }
 } ss.
COUNTY OF COOK
Subscribed and sworn
before me this 20th day
of October A.D., 1986

Kay Johnson

Notary Public

5/30/88

Commission Expires

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.

3560522

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of **8400 Carol St., Niles, 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 two (2) in Markovich Resubdivision being a Resubdivision of Lot 10, (except the West 15 feet thereof) and all of Lot 9 in Block 1, in Greenwood Terrace, Unit 1, being a Subdivision in the East Half (1/2) of the Northwest Quarter (1/4) of Section 23, Township 41 North, Range 12, East of the Third Principal Meridian, according to Plat of Markovich Resubdivision registered in the Office of the Registrar of Titles of Cook County, Illinois, on April 27, 1978, as Document Number 3013723.

NOTE FD

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): **09-23-107-028** Address(es) of Real Estate: **8400 W. Carol St., Niles, Illinois 60648**

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% 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: \$ **34,400.00** **November 26** 1985 **96 months** after date for value received **Lincoln National Bank, 3959 N. Lincoln Avenue, Chicago, Illinois 60613** promise to pay to the order of **Thirty four thousand four 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 \$358.00 each beginning on January 2, 1986 and a final payment of \$390.00 due on December 2, 1991.**

And to secure the payment of said amount k(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.

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 **26th** day of **November**, 19 **85**.

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

Milena Markovic (SEAL)
Miloje Markovic (SEAL)

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

3560522

Box _____

Trust Deed and Note

Milota Markovic and

Milena Markovic

TO

Andrew Russo

Lincoln National Bank

3959 N. Lincoln Avenue

Chicago, Illinois 60613

UNOFFICIAL COPY

RETURN TO

BOX 162

MAIL TO:

LINCOLN NATIONAL BANK
3959 LINCOLN AVENUE
CHICAGO, ILLINOIS 60613

GEORGE E. COLE
LEGAL FORMS

Handwritten: 1/29/85
13/3550/85??

Watermark: Property of Cook County Clerk's Office

Handwritten: LINCOLN NAT'L BANK
3959 LINCOLN
CHGO. IL. 60613

Commission Expires May 30, 1988

Signature: Kay Johnson
Notary Public

Given under my hand and official seal this 26th day of November, 1985, waiver of the right of homestead.

instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and personally known to me to be the same persons whose names appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument, subscribed to the foregoing instrument.

I, Kay Johnson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Milota Markovic and Milena Markovic, His Wife,

STATE OF ILLINOIS }
COUNTY OF Cook }
ss.