

# UNOFFICIAL COPY

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## LINCOLN NATIONAL BANK

3050 NORTH LINCOLN AVENUE • CHICAGO, ILLINOIS 00013 • (312) 540-7100

October 20, 1986

### AFFIDAVIT OF LATE DELIVERY OF TRUST DEED

I, Gene 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, Correns Certificate #1-09867;

LOT TWELVE-----12

In Block Fifteen (15), in Hanover Highlands Unit No. Two, Village of Hanover Park, Cook County, Illinois, a Subdivision of part of the Northeast Quarter (1/4) of Section 31, and the Southeast Quarter (1/4) of Section 30, Township 41 North, Range 10, East of the Third Principal Meridian, according to Plat thereof registered in the office of the Registrar of Titles of Cook County, Illinois, on February 26, 1964, as Document Number 2137400, and Certificate of Correction thereof registered on March 26, 1964, as Document Number 2141607.

That on January 7, 1986, Mohammed Faziluddin and Hameedunissa Faziluddin, his wife, executed a Trust Deed and Note in the amount of \$49,875.00. 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  
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

  
Notary Public

5/30/88

Commission Expires

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3661293

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 7147 Longmeadow, 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:

3561293

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 12 in Block 15 in Hanover Highlands Unit No. Two, Village of Hanover Park, Cook County, Illinois, a subdivision of part of the Northeast Quarter of Section 31, and the Southeast Quarter of Section 30, Township 41 North, Range 10, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on February 26, 1964, as Document #2137400, and Certificate of Correction thereof registered on March 26, 1964, as Document #2141607.

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): 07-31-203-008

Address(es) of Real Estate: 7147 Longmeadow, Hanover Park, Illinois 60103

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:  
\$ 49,875.00 January 7 1986  
60 months after date for value received (w) promise to pay to the order of Lincoln National Bank, 3959 N. Lincoln Ave., Chicago, Illinois 60613 the sum of Forty-nine thousand eight hundred seventy-five dollars and 00/100 Dollars at the office of the legal holder of this instrument with interest at 8.5 per cent per annum after date hereof until paid, payable at said office, as follows: 60 equal monthly payments of \$831.25 each beginning on February 10, 1986

And to secure the payment of said amount (we) hereby authorize, irrevocably any attorney or 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 error 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 7th day of January, 1986

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

Mohammed Faziluddin (SEAL)  
Mohammed Faziluddin  
Hameedunissa Faziluddin (SEAL)  
Hameedunissa Faziluddin

This instrument was prepared by Gene L. Torkelson - Senior Vice President LINCOLN NATIONAL BANK  
(NAME AND ADDRESS) 3959 LINCOLN AVENUE  
CHICAGO, ILLINOIS 60613

NOTE IDENTIFIED

3561293

1408867  
Box \_\_\_\_\_

# Trust Deed and Note

Mohamed Fazluddin and

Hameedunissa Fazluddin

TO

Andrew Russo  
Lincoln National Bank

959 N. Lincoln Avenue  
Chicago, Illinois 60613

# UNOFFICIAL COPY

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

MAIL TO:  
LINCOLN NATIONAL BANK  
3959 LINCOLN AVENUE  
CHICAGO, ILLINOIS 60613

RETURN  
TO  
BOX - 162

GEORGE E. COLE  
LEGAL FORMS

Property of Cook County Clerk's Office

Commission Expires May 30, 1988

*Kay Johnson*  
Notary Public

(Imprint Seal Here)

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 1986.

I, Kay Johnson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mohamed Fazluddin and Hameedunissa Fazluddin (Married to each other) as Joint Tenants with Right of Survivorship personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 1986, 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.

STATE OF Illinois  
COUNTY OF Cook  
SS. \_\_\_\_\_