

UNOFFICIAL COPY



LINCOLN NATIONAL BANK

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

July 30, 1987

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 #856920:

LOT TEN ----- (10)

In Block Three (3) in Brockhausen and Fischer's First Addition to Edgewater, being a Subdivision of the North 60 rods of the East Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of Section 5, Town 40 North, Range 14, East of the Third Principal Meridian.

That on September 13, 1984, Anton Bambach and Anna Bambach executed a Trust Deed and Note in the amount of \$17,250.00. 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 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,

A handwritten signature of 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 30th day of
July, 1987 A.D.,

A handwritten signature of Kay Johnson.
Notary Public





TRUST DEED

UNOFFICIAL COPY

3640860

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 13 1984, between

Anton Bambach and Anna Bambach

Not in Tenancy in Common, but in Joint Tenancy - Married to Each Other
 herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

TWELVE THOUSAND, FIVE HUNDRED DOLLARS (\$12,500) Dollars,
 evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER Lincoln National Bank

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from 9-13-84 on the balance of principal remaining from time to time unpaid at the rate of provided (including principal and interest) as follows:

Three Hundred and Sixty Dollars and NO/100 ----- Dollars or more on the 15th day of October 1984, and Three Hundred and Sixty Dollars and NO/100 ----- Dollars or more on the 15th day of each Month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of September, 1988. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 9.5% per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Lincoln National Bank in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and in performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot Ten ----- (10)

In Block Three (3) in Brockhausen and Fisher's First Addition to Edgewater, being a Subdivision of the North 60 rods of the East Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of Section 5, Town 40 North, Range 14, East of the Third Principal Meridian.

14-05-105-7026

DRAO
for

THIS INSTRUMENT WAS
PREPARED BY
GENE L. TORKELSON
LINCOLN NATIONAL BANK

3959 N LINCOLN AVENUE

CHICAGO ILLINOIS 60633

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging and thereunto in any way connected or profit by thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged and given with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, major beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand S and seal S of Mortgagors the day and year first above written

[SEAL] Anton Bambach [SEAL]

[SEAL] Anna Bambach [SEAL]

STATE OF ILLINOIS,

County of Cook

I, Kay Johnson, a Notary Public in and for residing in said County, in the State aforesaid, DO HEREBY CERTIFY
 THAT Anton Bambach and Anna Bambach
 Not in Tenancy in Common, but In Joint Tenancy, Married to Each Other
 who are 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.

Given under my hand and Notarial Seal this 13th day of September 1984

Kay Johnson Notary Public

Notarial Seal

3640860

