

UNOFFICIAL COPY

TRUST DEED AND NOTE

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032 067 33 001 Page 1 of 2

2003-03-25 09:43:51

Cook County Recorder

26.50

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of Oak Lawn, 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 MIGUEL JUAREZ

_____, of _____, 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:

* Thirty Thousand Dollars

Lot 6 in Eagle Ridge Subdivision Phase One, Being a Subdivision of Part of the Southwest 1/4 of Section 16, Township 37, North, Range 13 East of the Third Principal Meridian, In Cook County, Illinois.

P. I. N. 24-16-301-006-0000

Commonly known as 5509 W. 108th Pl.
Oak Lawn, Illinois 60453

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

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:

M.J. R.B.L.



0030401181

Above Space For Recorder's Use Only

\$ 30,000.00 March 7, 2002 XXX
IT IS AGREED after date for value received I (we) promise to pay to the order of
MIGUEL JUAREZ the sum of
---THIRTY THOUSAND DOLLARS--- Dollars
at the office of the legal holder of this instrument with interest at five per cent per annum after date hereof
until paid, payable at said office, as follows: PAYMENT OF PRINCIPAL AND ACCRUED INTEREST IS DUE
DECEMBER 31, 3003

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 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 DELFINA JUAREZ 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 afore said 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. THERE SHALL BE NO PREPAYMENT PENALTY.

Witness our hands and seals this 7th day of MARCH, 2003 XXXX

Jose L. Luna (SEAL)
JOSE L. LUNA
Raquel B. Luna (SEAL)
RAQUEL B. LUNA

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

This instrument was prepared by JAMES A. JIMENEZ 6514 W. CERMAK, BERWYN ILLINOIS 60402 (NAME AND ADDRESS)

SWORN TO BEFORE ME THIS 7th DAY OF MARCH, 2003
James A. Jimenez
NOTARY PUBLIC

"OFFICIAL SEAL"
JAMES A. JIMENEZ
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires July 15, 2005

Mailed To
Miguel Juarez
4207 W. PRAIRIE AVE
AUSTIN, TX. 78703