

UNOFFICIAL COPY

GEORGE E. COLE
LEGAL FORMS

FORM NO. 2604
April, 1980

TRUST DEED AND NOTE (ILLINOIS)

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 City of Berwyn, 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 GERARDO MEZA

_____, 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:



Doc#: 0435003029
Eugene "Gene" Moore Fee: \$26.50
Cook County Recorder of Deeds
Date: 12/15/2004 10:24 AM Pg: 1 of 2

Above Space For Recorder's Use Only

LOT 6 (EXCEPT THE EAST 5 FEET THEREOF) AND ALL OF LOT 7 IN BLOCK 20 IN JAMES H. CAMPBELL'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTHWEST 1/4 (EXCEPT THE EAST 50 FEET) OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 3915 WEST 57TH. STREET, CHICAGO, IL.
PIN#: 19-14-116-063-0000

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 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.

MVA M.A.

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In trust, nevertheless, for the purpose of securing performance of the following obligation, to-wit: NOVEMBER 16, 2004 ~~XXXXXX~~
 \$ 90,000.00 after date for value received K(we) promise to pay to the order of MARIO ACUNA AND MARIA ACUNA the sum of GERARDO MEZA Dollars
NINETY THOUSAND

at the office of the legal holder of this instrument with interest at -0- per cent per annum after date hereof until paid, payable at said office, as follows: Four equal payments of \$22,500.00 commencing 5-16-05 and every 6 months thereafter until paid in full. *

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 COOK 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 16th day of NOVEMBER XXIX 2004

Mario Acuna (SEAL)
 MARIO ACUNA

Maria Acuna (SEAL)
 MARIA ACUNA

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



This instrument was prepared by JAMES A. JIMENEZ, Attorney at Law, 6514 WEST CERMAK ROAD (NAME AND ADDRESS) BERWYN, IL. 60402

* In the event the grantors fail to tender payments of said principal balance(s) as described herein an interest penalty shall accrue at 10% per annum on any arrearage and/or accrued interest penalty due

M.A. JVA