

UNOFFICIAL COPY

TRUST DEED and NOTE (ILLINOIS)



Doc#: 0500402458
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 01/04/2005 01:20 PM Pg: 1 of 3

556746 TRIM

Property of Cook County Clerk's Office

THIS INDENTURE WITNESSETH, That the undersigned as grantor, Jose Imperial, of the city of Crete County Cook and State of Illinois, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, in hand paid, convey and warrants to Marie Jose Imperial, city of Crete 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:

11817 S. Perry, Chicago, IL, as delineated on a Plat of Survey of the following described tract of land:

LOT 6 AND 7 (EXCEPT THE SOUTH 36 FEET THEREOF AND EXCEPT THAT PART OF LOT 7 LYING SOUTH OF A LINE BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 7, 204.3 FEET SOUTH OF 118TH STREET AND RUNNING EAST TO A POINT ON THE EAST LINE OF LOT 7, 204.4 FEET SOUTH OF 118TH STREET) IN BLOCK 7 IN JAMES R. MANN'S ADDITION TO PULLMAN A SUBDIVISION OF BLOCKS 7, 8 AND 9 IN ALLEN'S SUBDIVISION OF THE WEST 49 ACRES OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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

PIN NO.: 25-21-428-039-0000

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 encumbrances 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 2% 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, encumbrances, interest or advancements.

Box 15

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In trust, nevertheless, for the purpose of securing performance of the following obligation, to-wit: \$38,732.80
December 13, 2004

~~Five~~ FORTY-EIGHT

~~Five~~ months after date for value received I promise to pay to the order of Marie Jose Imperial the sum of
TOTAL DUE PLUS INTEREST and No/100 Dollars
(\$ 38,732.80) at the office of the legal holder of this instrument with interest at 05% per cent per
annum after date hereof until paid, payable at said office, as follows: Marie Jose Imperial 348 Coventry Lane, Crete,
IL or in the alternative to _____

And to secure the payment of said amount 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 our said attorney may do by virtue hereof.

IN THE EVENT of the trustee's death, inability or of his resignation, refusal or failure to act, then 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 13th day of December, 2004.

Jose Imperial (SEAL)
Jose Imperial

MAIL TO:

This instrument was prepared by MICHAEL J. DUDEK, P.C., Attorney at Law
Printers Row, 703 S. Dearborn, Chicago, IL 60605

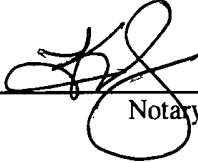
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State of Illinois, Cook County ss:

I, *the undersigned*
JOSE IMPERIAL a Notary Public in and for said County and State, do hereby certify that personally known to me to be the same person(s) whose name(s) *is* subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that *she* signed and delivered the said instrument as *her* free and voluntary act, for the purposes and therein set forth.

Given under my hand and official seal, this **13** day of *Dec.*, **2007**

My commission expires:



Notary Public



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