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Illinois Anti-Predatory
Lending Database
Program



Doc#: 1308650028 Fee: \$44.00
RHSP Fee:\$10.00 Affidavit Fee:
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 03/27/2013 11:16 AM Pg: 1 of 4

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 05-35-407-011-0000

Address:

Street: 2643 ORRINGTON AVE

Street line 2:

City: EVANSTON

State: IL

ZIP Code: 60201

Lender: GEORGE L MARKUS JR

Borrower: ELLEN MARIE MARKUS & WILLIAM SHERMAN JR

Loan / Mortgage Amount: \$50,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 4B2DB704-2067-43D3-93F3-983217E14464

Execution date: 12/15/2012

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**TRUST DEED AND NOTE
(ILLINOIS)**

=====

THIS INDENTURE WITNESSETH,
That the undersigned as
Grantors, of Evanston, County
of Cook, and State of
Illinois, for and in
consideration of the sum of
One Dollar and other good and
valuable consideration, in
hand paid, conveys and
warrants to GEORGE L. MARKUS,
JR., of Clayton, Missouri, as
trustee, the following
described Real Estate, with
all improvements thereon,
situated in the County of Cook
in the State of Illinois, to
wit:

RECORDER'S STAMP

THE NORTH 50 FEET OF THE WESTERLY 100 FEET (EXCEPT THE
SOUTHERLY 50 FEET OF LOT 10) IN BLOCK 2 IN NATE AND
PHELP'S ADDITION TO EVANSTON IN SOUTH SECTION OF
QUILMETTE RESERVATION IN TOWNSHIP 42 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS

Permanent Real Estate Index Numbers: 05-25-407-011-0000

Address of Premises: 2643 Orrington Ave., Evanston, Illinois 60201

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 the 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 grantee to sue for, collect
and receipt for the same, to serve all necessary notices and

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demands, to bring forcible detainer proceedings to recover possession thereof, to rent the said premises as grantee 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:

\$ 50,000.00

December 15, 2012



For value received, the undersigned promises to pay to the order of GEORGE L. MARKUS, JR., the sum of FIFTY THOUSAND AND 00/100 (\$50,000.00) DOLLARS on or before December 15, 2017. Payments hereunder are to be made at such address as the legal holder hereof may, from time to time, in writing appoint, and in the absence of such appointment, then at 8333 Kingsbury Blvd., Clayton, Missouri 63105.

And to secure the payment of said amount, Grantors hereby authorize irrevocably, any attorney of any court of record in any County or State in the United States to appear for Grantors 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 the said attorney may do by virtue hereof.

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 my hand and seal, this 15th day of December, 2012

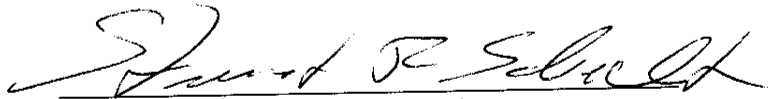

 _____ SEAL
 ELLEN MARIE MARKUS

 _____ SEAL
 WILLIAM SHERMAN, JR.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Stewart F. Schechter, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that ELLEN MARIE MARKUS, and her husband, WILLIAM SHERMAN, JR., personally known to me to be the same persons whose names 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, including the release and waiver of the right of homestead.

Given under my hand and seal, this 15th day of December, 2012


Notary Public

This instrument was prepared by:
Stewart F. Schechter, Esq.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062

