

UNOFFICIAL COPY

GEORGE E. COLE
LEGAL FORMS

FORM NO. 204
April, 1980

TRUST DEED AND NOTE (ILLINOIS)

8 5 1 1 8 7 1 5

85118715

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

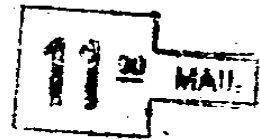
THIS INDENTURE WITNESSETH, That the undersigned as grantors, of Chicago, County of Cook and State of Illinois, for and in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid, convey and warrant to James R. Donnelly, Attorney at Law, 77 W. Washington St., of Chicago, 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:

DEPT-01 RECORDING 111.25
T#1111 TRAM 0402 07/25/85 14:35:00
#0316 #A *85-118715

Above Space For Recorder's Use Only

Lot 1226 in Frederick H. Bartlett's Greater Chicago Subdivision Number 1 being a Subdivision of all of the East half of the South West quarter of Section 10, Township 37 North, Range 14 East of the Third Principal Meridian and all of that part of the South East quarter of said Section 10, lying West of and adjoining the Illinois Central Railroad right of way (excepting therefrom the North 23.277 acres thereof) in Cook County, Illinois.

Permanent Tax No. 25-10-411-021



ADDRESS OF PROPERTY:
653 East 101st Street
Chicago, IL

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 enter in the same and pay the bills therefor, which shall, with 9% interest thereon, become due immediately, without delay. In 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:
\$ 3,000 July 1, 1985
upon demand after date for value received I (we) promise to pay to the order of James R. Donnelly, 77 W. Washington St., Chicago, IL the sum of Three thousand dollars and no/100 Dollars at the office of the legal holder of this instrument with interest at 8% per cent per annum after date hereof until paid, payable at said office, as follows: James R. Donnelly, 77 W. Washington St., Chicago, IL 60602

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 Edwin R. Armstrong 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 my hand and seal this 1st day of July, 1985

James R. Donnelly (SEAL)

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

This instrument was prepared by James R. Donnelly, 77 W. Washington St., Chicago, IL (NAME AND ADDRESS)

UNOFFICIAL COPY

Property of Cook County Clerk Office

STATE OF Illinois
COUNTY OF Cook } SS.

I, Karen McGovern, a Notary Public in and for said County, in the

State aforesaid, DO HEREBY CERTIFY that Jean Patterson

personally known to me to be the same person whose name Jean Patterson is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 official seal this 1st day of July, 1988

(Impress Seal Here)

Karen McGovern
Notary Public

Commission Expires 7-24-87

85118715

Box _____

Trust Deed and Note



Mail TO:
James R Donnelly
72 W. Washington St
Chicago, IL
60602

MAIL TO:
