

UNOFFICIAL COPY

86241978

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 Frank Margie

Chicago, County of Cook, of 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:

86241978

Above Space For Recorder's Use Only

PROCESSED
13-19-307-002-0000 \$

LOT 9 IN BLOCK 2 IN WULFF AND RUSSELL'S WARNER AVENUE SUBDIVISION, BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

86241978

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.

In trust, nevertheless, for the purpose of securing performance of the following obligation, to-wit:

\$ 30,000.00 after date for value received (we) promise to pay to the order of June 1 19 86

FRANK MARGIE and ANGELINE MARGIE the sum of Three Hundred Twenty-Two and 40/100 Dollars

at the office of the legal holder of this instrument with interest at 10 per cent per annum after date hereof until paid, payable at said office, as follows: \$322.40 payable the 1st day of each month commencing 6/1/86 thru May 1, 1992. The final balloon payment of \$6,787.20 due 6/1/92

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 FRANK MARGIE County, or of his resignation, refusal or failure to act, then ANGELINE MARGIE, his wife 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 1st day of June, 19 86.

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

Ross Pontarelli (SEAL)
Ross Pontarelli

Jean Pontarelli (SEAL)
Jean Pontarelli, for purposes of waiving Homestead Rights

This instrument was prepared by Scott D. Sherwin, 7 So. Dearborn St., Chicago, IL 60603
(NAME AND ADDRESS)

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Trust Deed and Note

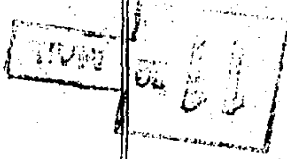
Box _____

TO

SHERWIN & SHERWIN
7 S. DEARBORN ST., Suite 1610
CHICAGO, ILLINOIS 60603

MAIL TO:

86241978



GEORGE E. COLE
LEGAL FORMS



Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.25
T#3333 TRAN 3785 06/13/86 19:53:00
#4174 # 2 * 86-241978

Commission Expires 6-12-87

(Impress Seal Here)

Notary Public

Given under my hand and official seal this 1st day of June, 19 86.

waiver of the right of homestead.
instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and
appeared before me this day in person and acknowledged that he signed, sealed and delivered the said
personally known to me to be the same person whose name is subscribed to the foregoing instrument,
and Jean Pontarelli, his wife, for purposes of waiving Homestead Rights
State aforesaid, DO HEREBY CERTIFY that
ROSS PONTARELLI,
I, SCOTT D. SHERWIN, a Notary Public in and for said County, in the

86241978

STATE OF ILLINOIS }
COUNTY OF COOK }
SS.