

TRUST DEED AND NOTE

THIS INDENTURE WITNESSETH, That the undersigned as Grantor, of the City 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, conveys and warrants to **Lawrence S. Somerman**, Trustee of the Lawrence S. Somerman Revocable Trust dated October 15, 1981, 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:

Parcel 1:

The Southeasterly 16.02 feet of the Northwesterly 22.815 feet of Lot 151 (except the Southwesterly 50 feet of said Lot 151) in the Subdivision of Block 6 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

An easement for access, ingress and egress across the Southwesterly 50 feet of the land in Subdivision of Block 6 of Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian as described in the Declaration of Covenants, Conditions, Restrictions, Easements and Party Wall Rights dated September 3, 1987, and recorded September 18, 1987 as Document 87511039, and filed December 1, 1987 as Document LR3671187 in Cook County, Illinois

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

GRANTOR AGREES 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 Grantor 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 Grantor hereby assigns, transfers and sets 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

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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:

Forty Thousand Dollars (\$40,000.00)

October 1, 1987

For value received the undersigned promises to pay to the order of Lawrence S. Somerman, Trustee of the Lawrence S. Somerman Revocable Trust dated October 15, 1981 the sum of Forty Thousand Dollars (\$40,000.00) at the office of the legal holder of this instrument with interest payable at said office, as follows: prime rate of the First National Bank of Chicago as determined on the anniversary date of said promissory note obligation, the principal balance is due upon demand.

And to secure the payment of said amount the undersigned hereby authorizes, 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 attorneys' 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 attorney may do by virtue hereof.

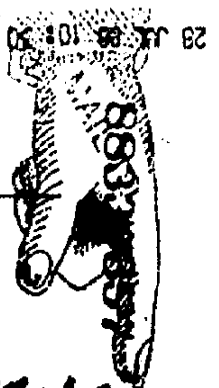
If any provision of this indenture shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or validity, without invalidating or affecting the remainder of such provision or the remaining provisions of this indenture.

Witness our hands and seals this 1st day of October, 1987.

*Ellen Slovy*

Ellen Slovy  
1668 North Bissell  
Chicago, Illinois 60614

*MaryCarla Nelson*



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