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90205817

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 United Savings Of America, 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:

Above Space For Recorder's Use Only

DEPT-01 RECORDING \$13.00
T#9999 TRAN 5658 05/21/90 16:05:00
#3560 * -90-235847
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

LOT 5 IN WITTEK AND PINKERT'S HOMAN AVENUE ADDITION, BEING A SUBDIVISION OF BLOCK 22 IN THE SUBDIVISION OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13 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. Permanent Real Estate Index Number(s): 15-26-427-028 Address(es) of Real Estate: 2010 South Homan Avenue, Chicago, Illinois 60623

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 tenable 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, encumbrances, interest or advancements.

In trust, nevertheless, for the purpose of securing performance of the following obligation, to-wit: \$5,000.00 on demand after date for value received (w/) promise to pay to the order of United Savings Of America the sum of Five Thousand Dollars and 00/100 Dollars at the office of the legal holder of this instrument with interest at 2.75 per cent per annum after date hereof until paid, payable at said office, as follows: 24 Payments of Two Hundred Thirty Seven Dollars and 12/100 (\$237.12)

And to secure the payment of said amount I (we) hereby authorize, irrevocably any attorney or a 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 ~~of said Cook County, or of his resignation, refusal or failure to act, then~~ 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 17th day of May, 1990

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

Francisco Rios (SEAL)
FRANCISCO RIOS
Aurora Rios (SEAL)
AURORA RIOS

This instrument was prepared by Mary Kraft, 2000 York Road, Oak Brook, Illinois 60522 (NAME AND ADDRESS)

Box 15

90205817

Box _____

Trust Deed and Note

TO

UNOFFICIAL COPY

MAIL TO:

GEORGE E. COLE
LEGAL FORMS

United Savings Of America
2000 York Road
Oak Brook, Illinois 60522

Mail To:

Property of Cook County Clerk's Office

OFFICIAL SEAL
JULIO E. VEGA
Notary Public, State of Illinois
My Commission Expires 01/25/31
Commission Expires

Notary Public
Julio E. Vega

waiver of the right of homestead.
Given under my hand and official seal this 17th day of May, 1990.

instrument as 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 signed, sealed and delivered the said
personally known to me to be the same person whose name subscribed to the foregoing instrument.

I, Julio E. Vega a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Francisco & Nurra Rita

STATE OF ILLINOIS
COUNTY OF Cook
SS: _____

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