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90376560

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 HOWARD P. BUTVILL

DEPT-01 RECEIVING \$13.25
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COOK COUNTY RECORDER

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

Lot 6 in Block 6 in Pauling's Belmont Avenue Sub-division in the East 1/2 of the Northwest 1/4 of Section 27, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 2942 North Kenneth Avenue, Chicago, Illinois.

This Trust Deed substitutes and replaces Trust Deed by Raphael Garcia and Gladys Garcia to HOWARD P. BUTVILL, recorded October 12, 1989, as document Number 89-493125, which Document hereby becomes null and void.

Howard P. Butvill

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): 13-27-120-024 Address(es) of Real Estate: 2942 North Kenneth Avenue, Chicago, Illinois 60641

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: \$ 35,000.00 after date for value received I (we) promise to pay to the order of HOWARD P. BUTVILL the sum of Thirty-Five Thousand (\$35,000.00) Dollars at the office of the legal holder of this instrument with interest at 8.0 per cent per annum after date hereof until paid, payable at said office, as follows: Total amount to be paid on or before February 28, 1992

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, 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 County, or of his resignation, refusal or failure to act, then 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 29 day of July, 1990

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
MAIL TO: Edwin Cabey
220 S State
Chicago, IL 60604

Raphael Garcia (SEAL)
RAPHAEL GARCIA
Gladys Garcia (SEAL)
GLADYS GARCIA

90376560

This instrument was prepared by Edwin Cabey, 220 S. State Street, Chicago, Illinois 60604

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STATE OF ILLINOIS } ss.
COUNTY OF COOK }

I, EDWIN CABEY, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RAPHAEL GARCIA and GLADYS GARCIA, his wife

personally known to me to be the same person, whose name SAEE 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 official seal this 29th day of July, 1990

(Impress Seal Here)

Edwin Cabey
Notary Public

Commission Expires _____



Box _____ 90376560

Trust Deed and Note

TO

MAIL TO:

GEORGE E. COLE
LEGAL FORMS