

TRUST DEED AND NOTE
(ILLINOIS)

CAUTION: Consult a lawyer before using a facility under this form. Neither the publisher nor the maker of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

92130683

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of 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, convey and warrant to **GENE BUNCH, P. O. Box 284,**

• DEPT-01 RECORDING \$23.50
• T#1111 TRAM 1505 02/28/92 14:52:00
• #3894 # 92-130683
• COOK COUNTY RECORDER

City of Pineville, County of Newton and State of Missouri 64856, 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

All of LOT FOURTEEN----- (14)
LOT FIFTEEN (except the South 16.74 feet thereof)----- (15)

In McAuley's Subdivision of Block One (1) in Morton's Subdivision of the East Half (½) of the Northwest Quarter (¼) of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian.

92130683

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): 16-11-107-028

Address(es) of Real Estate: 722 North Central Park Avenue, Chicago, Illinois 60624

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:
\$ 10,000.00 February 27, 1992.

On demand after date for value received 100% trustee to pay to the order of
GENE BUNCH the sum of
TEN THOUSAND AND NO/100 Dollars

at the office of the legal holder of this instrument. ***** SEE REVERSE**

And to secure the payment of said amount I 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 said attorney may do by virtue hereof.

XX
XX
XX
XX
XX
XX
XX

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 27th day of February, 1992

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

Iola Franklin (SEAL)
IOLA FRANKLIN
..... (SEAL)

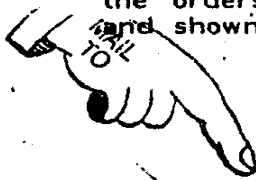
92130683

2350/4

UNOFFICIAL COPY

*** Payment of this note is conditioned on the appearance of Andrew Gray, under orders as may be directed by the Circuit Court of Newton County, Missouri, at Neosho, or such other courts as that it may be transferred for the proceedings in Case No. CR492-201F from time to time.

In the event that Andrew Gray fails to abide by the terms of those appearance dates and court orders then this note shall become immediately due and payable, otherwise to be null, void and of no effect. After complete disposition of the case hereinabove described and prompt appearance according to the orders of the Court as may be set down, then this note shall be released and shown satisfied and any security for the same released of record.



HOWARD JOSEPH
3200 PERRYWAY
CITY IL 60657

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, HOWARD G. JOSEPH, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that IOLA FRANKLIN

personally known to me to be the same person whose name 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 27th day of February, 1992.

(Impress Seal Here)

OFFICIAL SEAL
HOWARD G. JOSEPH
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. FEB. 29, 1992

Commission Expires _____

Howard G. Joseph
Notary Public

Box _____

Trust Deed and Note

TO

MAIL TO:

GEORGE E. COLE
LEGAL FORMS