

TRUST DEED AND MORTGAGE
(ILLINOIS)

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RECORDED
INDEXED
FILED
09/06/94
09/06/94

COOK COUNTY
RECORDER
JESSE WHITE
BRIDGEVIEW OFFICE

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of NEAR CHICAGO, County of LAKE 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 ROY H. SOMMER 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 LAKE in the State of Illinois, to-wit:

94801907

Above Space For Recorder's Use Only

LOTS 24 AND 25 IN BLOCK 46 IN SOUTH WAUKEGAN, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 45 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LOT 2 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 13, 1892 AS DOCUMENT 49176, IN BOOK "C" OF PLATS, PAGES 16 AND 17, IN LAKE 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): 12-05-209-028

Address(es) of Real Estate: 1608 20TH STREET, NORTH CHICAGO, IL 60064

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:

\$ 11,800.00 ONLY 20, 19 94
PAYABLE IN FULL after date for value received I (we) promise to pay to the order of

ROY H. SOMMER the sum of ELEVEN THOUSAND EIGHT HUNDRED AND NO/100 Dollars

at the office of the legal holder of this instrument with interest at 18 per cent per annum after date hereof until paid, payable at said office, as follows: \$150.00 PER MONTH IN TWELVE CONSECUTIVE PAYMENTS BEGINNING AUGUST 20, 1994 WITH A BALLOON PAYMENT OF \$10,000.00 ON 7/20/95.

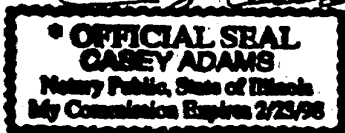
And to secure the payment of said amount I (we) hereby authorize, irrevocably any attorney of any court of record in any County or State in the United States to appear for us in such court, in term time or vacation, at any time after maturity hereof, and confess a judgment without process in favor of 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 COOK County, or of his resignation, refusal or failure to act, then WALTER W. SOMMER 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 20th day of JULY, 19 94.

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



R. Brock (SEAL)
RAYMOND G. COG. II

94801907 (SEAL)

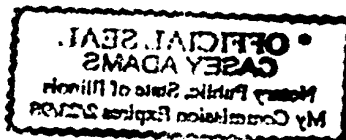
This instrument was prepared by ROY H. SOMMER, 5534 S. McVICKER, CHICAGO, IL, 60638 (NAME AND ADDRESS)

MAIL TO

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