

UNOFFICIAL COPY

TRUST DEED AND NOTE
(ILLINOIS)

COOK COUNTY
RECORDER
JESSE WHITE
BRIDGEVIEW OFFICE

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

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 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 COOK in the State of Illinois, to-wit:

09/06/94 0016 MCH 15:42
RECORDIN K 23.00
MAIL 7 0.50
94802269 H
09/06/94 0016 MCH 15:42

94802269

Always Space For Recorder's Use Only

THE NORTH 1/2 OF LOT 36 AND ALL OF LOT 37 IN NEWBURY AND CULVER'S SUBDIVISION, OF BLOCK 3, IN THE CIRCUIT COURT PARTITION, OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, 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): 21-31-201-023-0000

Address(es) of Real Estate: 7928 S. DISCANABA AVENUE, CHICAGO, IL 60617

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:

\$13,861 ROY H. SOMMER PAYABLE IN FULL JULY 12 1994

ROY H. SOMMER after date for value received (we) promise to pay to the order of

THIRTEEN THOUSAND EIGHT HUNDRED SIXTY ONE Dollars

at the office of the legal holder of this instrument with interest at 10 per cent per annum after date hereof until paid, payable at said office, as follows: ONE HUNDRED AND SEVENTY FIVE DOLLARS (175)

PER MONTH BEGINNING AUGUST 12, 1994 IN SIX (6) CONSECUTIVE PAYMENTS WITH A FINAL PAYMENT OF \$12,717.

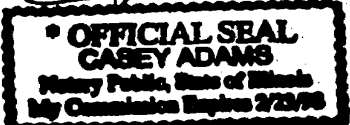
And to secure the payment of said amount (we) hereby authorize, irrevocably any attorney of any court of record in any County or State in the United States to appear for us in such court, in term time or vacation, at any time after maturity hereof, and confess a judgment without process in favor of the 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.

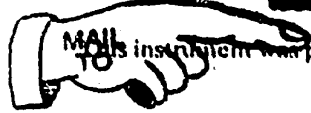
If any provision of this indenture shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity; without invalidating or affecting the remainder of such provision or the remaining provisions of this indenture.

Witness our hands and seals this 12TH day of JULY, 1994.

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



Walter W. Sommer 7/12/94 x Estesner Wheeler (SEAL)
ODESSA FOWLER (SEAL)



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

60638

2250

UNOFFICIAL COPY

RECORDED

Property of Cook County Clerk's Office

RECORDED

