

# UNOFFICIAL COPY

GEORGE E. COLE  
LEGAL FORMS

FORM NO. 2004  
February, 1985

## TRUST DEED AND NOTE (ILLINOIS)

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COOK COUNTY  
RECORDER  
JESSE WHITE  
SKOKIE OFFICE

11/27/95

0019 MCH 13:57

RECORDING # 23.00

PENALTY # 20.00

95830354 #

11/27/95

0019 MCH 13:58

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, a married man

Downers Grove, County of DuPage 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:

THE WEST 45 FEET OF THE EAST 90 FEET OF THE SOUTH HALF OF BLOCK 4 IN FULLMAN GARDENS, A SUBDIVISION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Above Space For Recorder's Use Only

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FAB 7 4 7

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): 25-17-211-022

Address(es) of Real Estate: 1006 W. 105th St., Chicago, IL 60643

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: \$ 13,241.57 November 18, 1995

Payable in full after date for value received I (we) promise to pay to the order of Roy H. Sommer the sum of

Thirteen Thousand two hundred forty-one and 57/100 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: \$157.63 Payable monthly for 84 consecutive months beginning January 15, 1996.

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 DuPage 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 18th day of November, 1995.

95830354

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)  
Subscribed to & sworn before me this 18th day of November, 1995  
Roy H. Sommer

OFFICIAL SEAL  
JANIS SCHULMEISTER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/9/96

Rosetta White AKA Rosetta Johnson (SEAL)  
Rosetta White AKA Rosetta Johnson  
Rosetta Ayertey AKA Rosetta Johnson (SEAL)  
Rosetta Ayertey AKA Rosetta Johnson

This instrument was prepared by Roy H. Sommer 6336 S. Main Downers Grove, IL 60516

Janis Schulmeister  
NOTARY PUBLIC

2300  
2300  
20  
43

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