

ORIGINAL

UNOFFICIAL COPY

COOK COUNTY
RECORDER

97381493

TRUST DEED AND NOTE

JESSE WHITE
MARKHAM OFFICE

THIS INDENTURE WITNESSETH, that the undersigned as grantors, of the 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 consideration, in hand paid, hereby convey and warrant to:

Zorica Construction, Inc.

of the City of _____, County of Cook and State of Illinois, as Trustee, the following described Real Estate, with all improvements thereon, situated in the City of Chicago, County of Cook, and State of Illinois, to wit:

LOTS 1, 2, AND 3 IN NETTIE PETERSON'S SUBDIVISION OF LOTS 2 AND 3 (EXCEPT EAST 55 FEET THEREOF AND NORTH 17 FEET OF LOT 2) IN BLOCK 1 IN EGENDALE, A SUBDIVISION OF THE EAST 118ACRES OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

0017 MC#	13:49
RECORDIN #	23.00
POSTAGES #	0.50
PENALTY #	20.00
97381493 #	
0017 MC#	13:50

05/30/97

Commonly known as 1125-35 E. Hyde Park Blvd., Chicago, IL 60615;
P.I.N: 20-11-305-001-0000,

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

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 encumbrances and the interest thereon and to keep the property tenant able 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 6% 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, encumbrances, interest or advancements.

97381493

2350
30.00
2450 MR

051110

UNOFFICIAL COPY

KREISMAN & RAKICH
ATTORNEYS AT LAW
21141 GOVERNORS HIGHWAY
SUITE 200
MORTON, IL 60443



This document was prepared by:
Herbert V. Heiden, Jr.
Attorney at Law
1117 West Belmont Avenue
Chicago, IL 60657
1-312-883-3000

Return to:

Given under my hand and seal this 15 day of Nov, 1994.
JEAN CALEVA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES APR. 21, 1996
Notary Public

I, Jean Caleva, a Notary Public in and for Cook County, Illinois, DO HEREBY CERTIFY that David G. Sweet and Mark Geopulos personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said Trust Deed and Note as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

97381493

STATE OF ILLINOIS)
COUNTY OF COOK)
ss:)

(SEAL) _____
(SEAL) _____
[Handwritten signatures]

Witness our hands and seal this 15th day of Nov, 1994.

THE EVENT of the trustee's death, inability, or removal from said Cook County, or of his resignation, refusal of failure to act, then Robert C. Griffin, esquire, 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 Cook County is hereby appointed to be the second successor in this trust, or his successor in trust, shall release the premises to the parties entitled thereto on receiving his reasonable charges.

12 Months after date for value received we promise to pay to the order of Zorca Construction, Inc. the sum of \$15,000.00 at the office of the legal holder of this instrument with interest at 15 per cent per annum after date hereof until paid.

Nov. 15, 1995

\$15,000.00

In trust, nevertheless, for the purpose of securing performance of the following obligation, to-wit: