

TRUST DEED AND NOTE
(ILLINOIS)

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3481229

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NOTE IDENTIFIED

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 UNITED SAVINGS OF AMERICA, of CITY 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:

Above Space For Recorder's Use Only

Property of

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): 26-06-305-050 Address(es) of Real Estate: 9126 SOUTH MARQUETTE 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 encumbrances 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, encumbrances, interest or advancements.

In trust, nevertheless, for the purpose of securing performance of the following obligation, to-wit: \$ 5,126.34 ON DEMAND after date for value received (we) promise to pay to the order of UNITED SAVINGS OF AMERICA (5,126.34) the sum of FIVE THOUSAND ONE HUNDRED TWENTY-SIX AND 34/100 ***** Dollars at the office of the legal holder of this instrument with interest at 15.90 per cent per annum after date hereof until paid, payable at said office, as follows: 36 PAYMENTS AT ONE HUNDRED SEVENTY-NINE AND 27/100 ***** DOLLARS

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 ~~or any other 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 26TH day of NOVEMBER, 19 85.

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

Husayn V. McCarrell (SEAL)
HUSAYN V. MCCARRELL
Katherine E. McCarrell (SEAL)
KATHERINE E. MCCARRELL

This instrument was prepared by VICKI COLUMBUS, 7900 S. AUSTIN, DUBBANK, IL 60459 (NAME AND ADDRESS)

3481229

REGISTRAR'S OFFICE
 3484229
Trust Deed and
 3484229

UNOFFICIAL COPY

TO

Dec 11 11 22 AM '85

REGISTRAR V OF TITLES

Submitted

Address

3484229

Project

3484229

Address Notified

MAIL TO: S. Harris

USA CONSUMER CREDIT

1900 S. AUSTIN

BURBANK 60459

GEORGE E. COLE
 LEGAL FORMS

3484229

THE NORTH 20 FEET OF LOT 81 AND THE SOUTH 13 FEET OF LOT 82 IN BLOCK 76
 IN THE RESUBDIVISION OF THAT PORTION OF FRACTIONAL SECTION 6, TOWNSHIP 37 NORTH,
 RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE
 COMMENCING AT A POINT ON THE WEST LINE OF MARQUETTE AVENUE, 155 FEET NORTH
 OF THE NORTH LINE OF EAST 92ND STREET THENCE; WEST TO THE EAST
 LINE OF SAGINAW AVENUE, THENCE NORTH ALONG THE EAST LINE OF SAGINAW AVENUE
 TO THE SOUTH LINE OF EAST 91ST STREET; THENCE EAST ALONG THE SOUTH LINE
 OF EAST 91ST STREET TO THE SOUTHWESTERLY LINE OF ANTHONY AVENUE; THENCE
 SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF ANTHONY AVE TO THE WEST
 LINE OF MARQUETTE AVENUE TO THE POINT OF BEGINNING, ALSO COMMENCING AT A
 POINT ON THE WEST LINE SAGINAW AVENUE, 155 FEET NORTH OF THE NORTH LINE
 OF EAST 92ND STREET WEST TO THE EAST LINE OF COLFAX AVENUE; THENCE ALONG
 THE EAST LINE OF COLFAX AVENUE TO THE SOUTH LINE OF EAST 92ND STREET;
 THENCE EAST ALONG THE SOUTH LINE OF EAST 91ST STREET TO THE WEST LINE OF
 SAGINAW AVE; THENCE SOUTH ALONG THE WEST LINE OF SAGINAW AVENUE TO THE POINT
 OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

12-013050-0

LOAN NO.

BURBANK, IL 60459

U.S.A. CONSUMER CREDIT CORPORATION

MAIL TO:

Commission Expires 7-7-87

Vicki J. Columbo
 Notary Public

waiver of the right of homestead.
 Given under my hand and official seal this 20th day of November, 1985

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 they signed, sealed and delivered the said
 instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and

KATHERINE E. MCCABRELL, HUSBAND AND WIFE
 HUSAYIL V. MCCABRELL AND

I, *Vicki J. Columbo* a Notary Public in and for said County, in the

STATE OF ILLINOIS }
 COUNTY OF COOK }
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