

UNOFFICIAL COPY

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NON - HOMESTEAD AFFIDAVIT (FOR USE IN FORECLOSURE TRANSACTIONS)

REVISED 6/86 HGL

I/We, ALFRED HUBBERT, being the title holder(s) to the property registered on Certificate Number

1411988 Volume 2828-2, Page 495, in the Office of the Registrar of Titles, Cook County, Illinois, and being

married to CORA HUBBERT

STATE(s):

- (1) That the property herein is not homestead property.
- (2) (a) That the property herein is held and used, _____

INVESTMENT

(insert general purposes, Industrial, Investment, Commercial) and is (2)(b)

Vacant/developed with A 3 STORY BRICK 6 FLAT BUILDING

(3) That no proceeding is now pending or contemplated by affiant, nor does affiant know or believe that any proceeding is contemplated by the spouse of same under the Dissolution of Marriage Act, Ill. Rev. Stat., Ch. 40, §101, et seq.

(4) That neither affiant(s) nor the spouse(s) of same is/are residing on said premises.

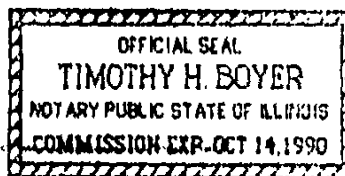
This affidavit is made to induce the Registrar of Titles to accept a certain deed of conveyance effecting said property without the signature(s) of the spouse(s); Said affiant(s) agree(s) to save harmless the Registrar of Titles from any loss, claim, damage and expenses related hereto sustained by acceptance of the said deed and waiving any objection as to homestead rights.

X Alfred Hubbert

Subscribed and sworn to before me this 21st day of October A.D. 1988.

(SELL)

Timothy H. Boyer
Notary Public



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TRUST DEED
725451

3748536 5 3 6



CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 11 1988, between Alfred Hubbert, married to Cora Hubbert,

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

EIGHTEEN THOUSAND FIVE HUNDRED AND 00/100 (\$18,500.00) Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from July 1 1988 on the balance of principal remaining from time to time unpaid at the rate of 14 per cent per annum in instalments (including principal and interest) as follows:

FIVE HUNDRED FIVE AND 54/100 (\$505.54) Dollars or more on the 1st day of August 1988, and FIVE HUNDRED FIVE AND 54/100 (\$505.54) Dollars or more on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of July, 1992. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 18% per annum, and all of said principal and interest being made payable at such banking house or trust company in Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of National Indemnity Corp. in said City.

NOTE I.D

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lots 7 and 8 in Block 2 in Snow and Dickinson's Garfield Boulevard Addition to Chicago in the Northwest Quarter of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index No.: 20-17-102-004

Commonly known as: 1449-1451 W. Garfield Blvd., Chicago, IL.

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

Alfred Hubbert (SEAL) _____ (SEAL)
_____ (SEAL) _____ (SEAL)

STATE OF ILLINOIS, } I, _____
County of Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Alfred Hubbert, married to Cora Hubbert

who _____ 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 _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of July 1988

Notary Public

Notarial Seal

3748536

