

# UNOFFICIAL COPY

TRUST DEED—STATUTORY, UNDER LAW OF 1875,  
WITH CLAUSE FOR RECEIVER AND INSURANCE—ILLINOIS

NO. 206

21 514 249

Geo E Cole & Co Chicago  
LEGAL BLANKS

**This Indenture Witnesseth,** That the grantors PABLO HERNANDEZ and ELIA HERNANDEZ, his wife,  
of the City of Chicago in the County of Cook and State of Illinois  
for and in consideration of the sum of Nine Thousand and 00/100 (\$9000.00) Dollars  
in hand paid, CONVEY and WARRANT to PAUL F. BLACKWELL, TRUSTEE,  
of the City of Chicago County  
Cook and State of Illinois the following described real estate, to-wit: Lot  
Nineteen (19) in Davenport Subdivision in the North East Quarter (NE $\frac{1}{4}$ ) of Section  
Three (3), Township Thirty-nine (39) North, Range Thirteen (13), East of the  
Third Principal Meridian

60 27 928 W (28-1)

situated in the City of Chicago County of Cook and State of Illinois  
herely releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois  
and all right to retain possession of said premises after any default in payment or a breach of any of the covenants or agreements herein  
contained; in trust nevertheless, for the following purposes:

Property

500

Whereas, The said PABLO HERNANDEZ and ELIA HERNANDEZ, his wife, Grantor, S  
herein are justly indebted upon one (1) Promissory Note, bearing even date herewith, payable to the order of BEARER, by  
them duly signed and delivered, for the principal sum of Nine Thousand (\$9000.00) Dollars  
payable as follows: One Hundred Ten (\$110.00) Dollars on August 1st, 1971, and One Hundred  
Ten (\$110.00) Dollars or more on the first (1st) day of each and every month thereafter  
until the whole of said principal sum has been paid in full. Said monthly installments are  
to be paid at the office of PAUL F. BLACKWELL or such other place in the City of Chicago  
as the legal holder hereof may designate, and are to include interest at the rate of seven  
and one-half per cent (7 $\frac{1}{2}$ %) per annum payable monthly on the remaining sum from time to  
time unpaid.

IN ADDITION to the payments above mentioned, Mortgagors agree to deposit one-twelfth  
(1/12th) of general taxes each month and to make a monthly deposit for hazard insurance.

**Note.** If default be made in the payment of the said one (1) Promissory Note, or of any part thereof, or the interest thereon,  
or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste, or non-payment of taxes or  
assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then in such case the whole of said prin-  
cipal sum and interest, secured by the said one (1) Promissory Note, shall thereupon, at the option of the legal holder or  
holders thereof, become immediately due and payable; and on the application of the legal holder of said Promissory Note, or either of them,  
it shall be lawful for the said grantor, or his successor in trust, to enter into and upon and take possession of the premises hereby granted, or  
any part thereof, and to collect and receive all rents, issues and profits thereof, and, in his own name or otherwise, to file a bill or bills in any  
court having jurisdiction thereof against the said party of the first part, heirs, executors, administrators and assigns, to obtain a  
decree for the sale and conveyance of the whole or any part of said premises for the purposes herein specified, of said party of the second  
part, as such trustee or as special commissioner, or otherwise, under order of court, and out of the proceeds of any such sale to first pay the  
costs of such suit, all costs of advertising, sale and conveyance, including the reasonable fees and commissions of any party of the second part,  
or person who may be appointed to execute this trust, and also all other expenses of this trust, including all moneys advanced for insurance, taxes and other liens or encumbrances, with interest  
thereon at seven per cent per annum, then to pay the principal of said note, whether due and payable by the terms thereof, or the option of  
the legal holder thereof, and all interest due thereon, rendering the surplus, if any, unto the said party of the first part, heirs, legal  
representatives or assigns, on reasonable request, and it shall not be the duty of the purchaser to see to the application of the purchase money.

And it is further provided and agreed, that upon the filing of any bill of complaint in any court having jurisdiction thereof to foreclose  
this Trust Deed, such court may at once upon application therefor, appoint Paul F. Blackwell as receiver, with power to receive and collect the rents, issues and profits arising out of the said premises, and to pay the same  
toward the payment of the expenses and costs in such proceeding, and any remainder upon said indebtedness; and that said receiver shall  
have the full power of receiver, and such other power in the premises as to said Court shall seem proper.

And said first party hereby agrees, that he will, in due season, pay all taxes and assessments on said premises, and will keep all  
buildings that may at any time be on said premises, during the continuance of said indebtedness, insured in such company or companies as  
for an amount (not exceeding the amount of said indebtedness), as said second party, or the holder of said note, may from time to time  
direct, and will properly assign such policy or policies of insurance to said party of the second part as further security for the indebtedness  
aforesaid. And in case of the refusal or neglect of said party of the first part thus to insure, or assign the policies of insurance, or to pay  
taxes as aforesaid, said party of the second part or his successor in trust, or the holder of said note, may procure such insurance, or pay  
such taxes; and all moneys thus paid, with interest thereon at seven per cent per annum, shall be and become so much additional indebtedness,  
secured to be paid by this Trust Deed.

When The said note and all expenses accruing under this Trust Deed shall be fully paid, the said grantee or his successor or legal  
representatives shall re-convey all of said premises remaining unsold to the said grantor or their heirs or assigns, upon receiving  
his reasonable charges therefor. In case of the death, resignation, removal from office, Cook County, or other inability  
to act of said grantee, Paul F. Blackwell Trust & Savings Bank  
of said Cook County is hereby appointed and made successor in trust herein, with like power and authority, as is hereby  
vested in said grantee. It is agreed that said grantor shall pay all costs and attorney's fees incurred or paid by said grantee or the holder  
or holders of said note, in any suit in which either of them may be plaintiff or defendant, by reason of being a party to this Trust Deed, or a  
holder of said note, and that the same shall be a lien on said premises, and may be included in any decree ordering the sale of said premises  
and taken out of the proceeds of any sale thereof.

Witness, The hand and seal of the said grantors, this 12th day of June A. D. 1971.

Pablo Hernandez (SEAL)  
Elia Hernandez (SEAL)

BOX 533

LOAN NO. 1811

Office 21 514 249

# UNOFFICIAL COPY

State of Illinois  
County of Cook } ss.

Eleanore Seefurth

A Notary Public \_\_\_\_\_ in and for said County, in the  
State aforesaid, **Do Hereby Certify**, That PABLO HERNANDEZ and ELIA  
HERNANDEZ, his wife, who are

personally known to me to be the same person, whose names are  
subscribed to the foregoing instrument, appeared before me this day in person,  
and acknowledged that she 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 waiver of the right of homestead.

Given under my hand and notarial seal, this  
12th day of June A. D. 1971.

Eleanore Seefurth  
Notary Public



COOK COUNTY CLERK'S OFFICE  
FILED FOR RECORD  
JUN 15 '71 3 06 PM

William R. Olson

William R. Olson  
RECORDER OF DEEDS

\*21514249

## TRUST DEED STATUTORY FORM With Clause for Receiver and Insurance

PABLO HERNANDEZ and ELIA  
HERNANDEZ, his wife,  
TO  
PAUL F. BLACKWELL, TRUSTEE.  
Property: 4209 W. North Avenue,  
Chicago, Illinois.

BOX 533

Mail Box Paul F. Blackwell,  
6278 W. North Ave.,  
Chicago, Illinois 60639.

GEORGE COLE & COMPANY

END OF RECORDED DOCUMENT