

# UNOFFICIAL COPY

TRUST DEED - STATUTORY, UNDER LAW OF 1979,  
WITH CLAUSE FOR RECEIVER AND INSURANCE - ILLINOIS

NO. 205

21 605 340

Geo E Cole & Co Chicago  
LEGAL BLANK F

**This Indenture Witnesseth,** That the grantors Alfred N. Chlubek and Eva Maria Chlubek, his wife

of the City of Chicago in the County of Cook and State of Illinois

for and in consideration of the sum of Thirty-two hundred eighty-three and 95/100 Dollars in hand paid, CONVEY and WARRANTS to Edward J. Burns, Trustee

of the City of Chicago County of Cook and State of Illinois

the following described real estate, to-wit:  
Lot Fourteen (14) in Block Three (3) in Ingledeaw's Addition to Ravenswood, a Subdivision of the South 21.37 acres of the North Thirty-one (31) acres of the South East Quarter (1/4) of the South East Quarter (1/4) of Section Seven (7), and the South West Quarter (1/4) of the South West Quarter (1/4) of Section Eight (8), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian, lying West of Green Bay Road, in Cook County, Illinois.

Property

of the City of Chicago County of Cook and State of Illinois hereby 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 and nevertheless, for the following purposes:

Whereas, the said Alfred N. Chlubek and Eva Maria Chlubek, his wife grantors herein, are duly indebted upon one PMA Promissory Note, bearing even date herewith, payable to the order of LIBERTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO in the principal sum of Thirty-two hundred eighty-three and 95/100 (\$3,283.95) payable in 47 monthly installments of \$68.42 each and the final of \$68.21 of a 48 month installment note including interest at the rate provided for in said note, commencing on the 24th of September and continuing on the same day of each month thereafter until fully paid.

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**Now**, If default be made in the payment of the said PMA 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 principal sum and interest, secured by the said PMA 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 in and upon and take possession of the premises hereby granted or any part thereof, and to collect and receive all rents, issues and profits thereon, 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, or his 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, by said party of the second part, as such trustee or as special commissioner, or otherwise, under order of court, out of the proceeds of any such sale to first pay the part, or person who may be appointed to execute this trust, and REASONABLE Dollars attorney's and solicitor's fees, and also all other expenses of this trust, including all moneys advanced for insure, taxes and other liens or assessments, 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 hereof, and all interest due thereon, rendering the overplus, if any, to the said party of the first part, or his legal representatives or assigns, on reasonable request, and it shall not be the duty of the receiver to apply 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 Fredrick P. Gunnstrom or any suitable person, receiver, with power to receive and collect the rents, issues and profits arising out of the said premises, and apply the same toward the payment of the expenses and costs in such proceeding, and any remainder upon sale, to the said party of the first part, and that said Receiver shall have the full power of receivers, 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 by such company or companies and 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 hereon, and will properly assign such policy or policies of insurance to said party of the first part, thus to insure, or assign the policy 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.

**Wherein** The said note and all expenses accruing under this Trust Deed shall be fully paid, the said grantor or his successor or legal representatives shall recover all of said premises remaining unsold to the said grantor or LIBERTY heirs or assigns, upon receiving his reasonable charges therefor. In case of the death, resignation, removal from said COOK County, or other inability to act of said grantor, then Gertrude Brandt

of said COOK County, is hereby appointed and made successor in trust herein, with like power and authority, as is here by vested in said grantor. It is agreed that said grantor shall pay all costs and attorney's fees incurred or paid by said grantor, 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, a holder of said note, or 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 said Deed.

**Witness**, The hand and seal of the said grantors, this 20th day of August A. D. 1979

*Alfred N. Chlubek* (SEAL)  
*Eva Maria Chlubek* (SEAL)

UNOFFICIAL COPY

State of Illinois

County of Cook

ss.

Harry T. Ollestad

Notary Public in and for said County, in the

State aforesaid, Do hereby Certify, That Alfred N. Chlubek and  
Eva Maria Chlubek, his wife

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 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  
20th day of September A. D. 19 71

Harry T. Ollestad

Notary Public

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TRUST DEED

STATUTORY FORM  
With Clause for Receiver and Insurances

Alfred N. Chlubek and Eva Maria, his wife  
1846 N. Maple Avenue  
Chicago, Illinois 60630

TO

Edward J. Burns, Trustee  
5700 North Lincoln Avenue  
Chicago, Illinois 60615

GEORGE COLE COMPANY

Box 506

Loop # 20-115J-3

END OF RECORDED DOCUMENT