

21 609 224

This Indenture Witnesseth,

That the grantor Sam Gardiakos D/B/A U.S. Graphics, 4342 N. Kimball, Chicago, Illinois of the City of Chicago in the County of Cook and State of Illinois for and in consideration of the sum of Eight Thousand Four Hundred Sixty Six and 00/100's Dollars in hand paid, CONVEY and WARRANT to Capitol Bank of Chicago 4801 W. Fullerton Avenue of the City of Chicago County of Cook and State of Illinois the following described real estate, to-wit:

Lot 46 in A.H. Hill & Company's Boulevard Addition to Irving Park, a Subdivision by Alonzo H. Hill of the East half of the Southeast quarter of Section 14, Township 40 North, Range 13 East of the Third Principal Meridian

situated in 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 trust nevertheless, for the following purposes:

Whereas, The said Sam Gardiakos D/B/A U.S. Graphics Grantor herein is justly indebted upon His Promissory Note bearing even date herewith, payable to the order of Capitol Bank of Chicago, 4801 W. Fullerton Avenue, Chicago, Illinois 60639 In The Amount of \$8466.00 Including Ad-On Interest At The Rate of 7 Per Cent Per Annum, With 59 Monthly Payments of \$141.10 Commencing September 25, 1971 And A Final Payment of \$141.10 on August 25, 1976.

Now, If default be made in the payment of the said His 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 want of 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 His 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 grantee, or his successor in trust, to enter into and upon and take possession of the premises hereof 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, 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, 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 said party of the second part, or person who may be appointed to execute this trust, and reasonable Dollars attorney's and solicitor's fee, and also all other expenses of this trust, including all moneys advanced for insurance, 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 thereof, and all interest due thereon, reserving the overplus, if any, unto the said party of the first part, or his 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 Capitol Bank of Chicago or any reliable 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 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 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 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 His 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 grantee, then Capitol Bank of Chicago

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 grantor, this 14 day of Aug A. D. 71

Sam Gardiakos (SEAL)

21 609 224

Office

UNOFFICIAL COPY

Lorraine A. Nagel

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State of Illinois

County of Cook

ss.

3 Lorraine A. Nagel

a Notary in and for said County, in the

State aforesaid, ~~Do~~ **Herby Certify**, That Sam Gardiakos D/B/A

U.S. Graphics

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 he signed, sealed and delivered the said Instrument
as His 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 Notary

14th

Day of August

Lorraine A. Nagel

4805 W. Fullerton



Property of Cook County Clerk's Office

21609224

500 MAIL

TRUST DEED

STATUTORY FORM

With Clause for Receiver and Insurance

Sam Gardiakos, DBA U.S. Graphics

4342 N. Kimball, Chicago

TO

Capital Bank of Chicago

4801 W. Fullerton Avenue, Chicago



END OF RECORDED DOCUMENT