

UNOFFICIAL COPY

21 960 026

TRUST DEED — INSURANCE AND RECEIVER Form 15 C. (Rev.) Perfection Legal Forms & Printing Co., Rockford, Illinois

This Indenture WITNESSETH, That the Grantor S. PAUL E. PELLETIER and LARRINE S. PELLETIER, Individually and as husband and wife,

of the Village of Bartlett County of Cook and State of Illinois (\$41,500.00)
for and in consideration of the sum of Forty-one Thousand Five Hundred and no/100 Dollars

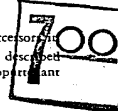
in hand paid, CONVEY and WARRANT to GEORGE H. BELL

of the Village of Bartlett County of Cook and State of Illinois and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of COOK

State of Illinois to-wit:

PARCEL 1:

Part of the East half of the South West quarter of Section Thirty three (33), Township Forty One (41) North, Range Nine (9), East of the Third Principal Meridian, described as follows: Commencing at the South East corner of the said East half of the South West quarter of said Section thirty three (33); thence Westerly along the Southerly line of said Section thirty three (33), seven hundred (700) feet; thence Northerly parallel with the East line of said East half, eight hundred (800) feet for a place of beginning; thence Easterly parallel with the Southerly line of said East half along the North line of the real estate conveyed to William Walker by deed recorded on May 25, 1948, as document 14322367, six hundred ten (610) feet to the center line of a private easement (being twenty (20) feet in width, the center line of which is described as follows: Commencing at the South East corner of the East half of the South West quarter of Section thirty three (33), Township forty one (41) North, Range nine (9), East of the Third Principal Meridian, thence North along the East line of said East half nine hundred eighty six (986) feet to the center line of a public highway; thence North sixty nine (69) degrees eleven (11) minutes West sixty six and nine tenths (66.9) feet along the center line of said public highway for a place of beginning; thence South six (6) degrees twenty four (24) minutes West two hundred sixteen and two tenths (216.2) feet; thence Southerly on a curve to the right having a radius of three hundred forty (340) feet for a distance of one hundred fifty four and three tenths (154.3) feet; thence South thirty-two (32) degrees twenty four (24) minutes West eighty four and one tenth (84.1) feet; thence Southerly on a curve to the left having a radius of one hundred fifty five (155) feet, a distance of eighty and five tenths (80.5) feet; thence Southerly on a curve to the right, having a radius of ninety (90) feet for a distance of eighty three and one tenth (83.1) feet; thence Westerly on a curve to the right having a radius of forty (40) feet for a distance of forty seven and nine tenths (47.9) feet to a point on a line three hundred (300) feet West of the East line of the said South West quarter and four hundred thirty seven and two tenths (437.2) feet North of the South line of said South West quarter) thence North six (6) degrees twenty four (24) minutes East two hundred sixteen and two tenths (216.2) feet along the center line of the easement described to the center line of a public highway thence North sixty nine (69) degrees fifty (50) minutes West two hundred sixty seven and three tenths (267.3) feet along said center line of said public highway; thence North sixty (60) degrees seven (7) minutes West Four hundred thirty five and nine tenths (435.9) feet along said center line of said public highway to a point on a line parallel with and seven hundred (700) feet West of the East line of said East half; thence Southerly parallel with the Easterly line of said East half five hundred twenty eight and six tenths (528.6) feet to the place of beginning, in Cook County, Illinois.



61-25-090 Acc

RECEIVED DATE

61-25-090

21 960 026

Office

UNOFFICIAL COPY

Part of the East half of the South West quarter of Section thirty three (33), Township forty one (41) North, Range nine (9), East of the Third Principal Meridian, described as follows: Commencing at the South East corner of the said East half of the South West quarter of said Section thirty three (33); thence Westerly along the Southerly line of said Section thirty three (33), seven hundred (700.0) feet; thence Northerly parallel with the Easterly line of said East half, six hundred (600.0) feet for a place of beginning; thence Northerly parallel with the said Easterly line two hundred (200.0) feet; thence Easterly parallel with the Southerly line of the said East half, six hundred ten (610) feet to the center line of a private easement (being twenty (20) feet in width the center line of which is described as follows: Commencing at the South East corner of the East half of the South West quarter of Section thirty three (33), Township forty one (41) North, Range nine (9), East of the Third Principal Meridian, thence North along the East line of said East half nine hundred eighty six (986.0) feet to the center line of a public highway; thence North sixty nine (69) degrees eleven (11) minutes, West sixty six and nine tenths (66.9) feet along the center line of said public highway for a place of beginning; thence South six (6) degrees twenty four (24) minutes West two hundred sixteen and two tenths (216.2) feet, thence Southerly on a curve to the right having a radius of three hundred forty (340.0) feet, for a distance of one hundred fifty four and three tenths (154.3) feet; thence South thirty two (32) degrees, twenty four (24) minutes West eighty four and one tenth (84.1) feet; thence Southerly on a curve to the left having a radius of one hundred fifty five (155.0) feet, a distance of eighty and five tenths (80.5) feet, thence Southerly on a curve to the right, having a radius of ninety (90.0) feet for a distance of eighty three and one tenth (83.1) feet; thence Westerly on a curve to the right having a radius of forty (40.0) feet for a distance of forty seven and nine tenths (47.9) feet to a point on a line three hundred (300.0) feet West of the East line of the said South West quarter, and four hundred thirty seven and two tenths (437.2) feet North of the South line of the said South West Quarter); thence Southerly and Westerly along the center line of the easement described above to a point on a line three hundred (300) feet West of the East line of said East half of said South West quarter, four hundred thirty seven and two tenths (437.2) feet North of the South line of the said East half of the South West quarter of said Section Thirty three (33); thence North on said line forty four (44.0) feet to a point four hundred eighty one and two tenths (481.2) feet North of the South line of said South West quarter; thence North West four hundred fifteen and three tenths (415.3) feet to the place of beginning, in Cook County, Illinois.

030-52-19

21-960 026

Office

UNOFFICIAL COPY

Property

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois IN TRUST nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, the grantors, Paul E. Pelletier and Larrine S. Pelletier, husband and wife are justly indebted to their principal promissory note bearing even date herewith in the sum of

Forty-one Thousand Five Hundred and no/100 (\$41,500.00) payable to the order of the Bartlett State Bank, Bartlett, Illinois, payable as follows: On or before six (6) years after date in consecutive monthly installments of Seven Hundred Twelve and 63/100 Dollars (\$712.63) payable on or before the 1st day of each month commencing July 1, 1972, including interest at the rate of 7 1/4 per cent, per annum, payable monthly on the whole amount of said principal sum remaining from time to time unpaid, both principal and interest payable in lawful money of the United States of America

at Bartlett, Illinois

or such other place as the legal holder hereof may from time to time in writing appoint.

THE GRANTORS covenant and agree as follows: (1) to pay said indebtedness, and the interest thereon as herein and in said notes and coupons provided, or according to any agreement extending time of payment; (2) to pay prior to the time that penalty will attach in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings at any time on said premises insured against loss by fire and tornado, to the full insurable value, in companies to be approved by the holder of said indebtedness and deliver to the said holder of said indebtedness the insurance policies so written as to require all loss to be applied in reduction of said indebtedness; (6) to keep the said property tenable and in good repair; and (7) not to suffer any mechanic's or other lien to attach to said premises. In the event of failure so to insure, to pay taxes or assessments, or to keep the property in good repair, or to prevent mechanic's or other liens attaching to said premises, the grantee, or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or make such repairs as he may deem necessary to keep the said premises in a tenable condition; or discharge or purchase any tax lien or title affecting said premises; and all moneys so paid, the grantors agree to repay immediately without demand, and the same, with interest thereon from the date of payment at seven per cent, per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable and with interest thereon from time of such breach, at seven per cent, per annum shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms. IT IS AGREED that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing, an abstract of title showing the whole title to said premises embracing foreclosure certificate—shall be paid by the grantors; that the like expenses and disbursements, occasioned by any suit or proceeding wherein the trustee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantors; that such expense and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed or release hereof given, until all such fees, expenses and disbursements, and the costs of suit, including solicitor's fees, have been paid. The grantors waive all right to the possession of and income from said premises pending such foreclosure proceedings and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this Trust Deed, a Receiver shall upon motion of Solicitor for complainant, without notice, be immediately appointed by the court before which such motion for the appointment of a receiver shall come on for hearing, to take possession or charge of said premises, and collect such income and the same, less receivership expenditures, including repairs, insurance premiums, taxes, assessments and his commissions, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, in reduction of the amount of any decree of sale entered in any foreclosure proceeding, in payment or reduction of any deficiency after a Master's or Commissioner's sale under any decree of sale, in payment or reduction of any deficiency decree entered thereon, or, if not in either manner so applied, the court approving the receiver's report shall order that the same be paid to the person entitled to the deed under the Master's or Commissioner's sale. A bond on application for receiver is hereby expressly waived and it shall not be the duty of the trustee, legal holder of the note or purchaser at any Master's or other sale to see to the application of the principal sum hereby secured or of the purchase money, or to inquire into the validity of any taxes, assessments, tax sales, tax titles, mechanic's or other liens or titles, or the necessity for repaying in advancing money as hereinbefore provided.

IN THE EVENT of the death, inability, removal or absence from said County of the grantor, or of his refusal or failure to act, then Martin G. Struwing said County is hereby appointed to be the first successor in this trust; and if for any like cause said first successor fail or refuse to act, the 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 said premises to the party entitled thereto on receiving his reasonable charges.

WITNESS the hands and seal of the grantors this 6th day of June A. D. 1972.

[SEAL] Paul E. Pelletier [SEAL]
[SEAL] Paul E. Pelletier [SEAL]
[SEAL] Larrine S. Pelletier [SEAL]

GROMER ABBOTT & WITTENSTROM
Name: P.O. Box 904
Address: ELGIN IL 60120

21 960 026

UNOFFICIAL COPY

STATE OF ILLINOIS

County of COOK } ss



I, the undersigned, a Notary Public
in and for, and residing in said County, in the State aforesaid

DO HEREBY CERTIFY, that Paul E. Pelletier and
Larrine S. Pelletier, Individually and as
husband and wife,

personally known to me to be the same persons whose name s are subscribed
to the foregoing instrument, appeared before me this day in person and ac-
knowledged that they signed, seal 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 6th
day of June A. D. 19 72

My Commission Expires 12/22 1974 William S. Szegymanski
Notary Public

COOK COUNTY, ILLINOIS
FILED FOR RECORD

William R. Olson
RECORDER OF DEEDS

JUN 30 '72 12 26 PM

21960026

No. 21960026

TRUST DEED

TO

STATE OF _____, SS. No. _____
County _____

This instrument was filed for record in the Recorder's
Office of _____ County aforesaid, on the
_____ day of _____ 19
at _____ o'clock _____ M. and recorded in Book
_____ of _____ on Page _____
RECORDED

Peterson Legal Forms & Printing Co. Recorder, Ill.
GRONER, ABBOTT & WITTENSTROM
ATTORNEYS AT LAW
SUITE 300 - ELGIN NATIONAL BANK BLDG.
ELGIN, ILLINOIS 60120

END OF RECORDED DOCUMENT