

21 231 779

Madison Co. Trust
NO. 218

FOR USE OF COUNTY RECORDER OR REGISTRAR OF TITLES

TRUST DEED

PHILLIP KAUFMAN and MARILYN KAUFMAN, his wife

Grantor,
of the _____, County of Cook, State of Illinois, in
consideration of the sum of Five thousand five hundred and ninety nine & 66/100 Dollars
(\$ 5,599.66) the receipt of which is hereby acknowledged, and to secure the payment of a
certain promissory note of even date herewith, payable to BENNETT I. BERMAN I.
BERMAN on order as follows: in 48 successive monthly installments of \$116.70,
commencing on the 15th day of September, 1970 and on the same date of each month until
paid. Conveys and Warrants to

BENNETT I. BERMAN Trustee,
of the City of Chicago, County of Cook, State of Illinois, all
title and interest in the following described real estate:

Lot 54 in J. E. Merrion's Country Club Hills Unit Number 11 a Subdivision
of part of the West 1/2 of the North East 1/4 of Section 34, Township 36 North,
Range 13 East of the Third Principal Meridian in Cook County, Illinois.

situate in the _____, County of Cook, State of Illinois,
hereby releasing and waiving all rights under and by virtue of the Homestead Laws of the State
of Illinois, in trust for the following uses and purposes:

It is agreed that if default be made in the payment of said note, either of the principal payments or interest, or if
the grantor shall fail to pay taxes levied when due, commit or permit, or shall breach any other provision herein pro-
vided, in such event and immediately without notice to the Grantor, the Trustee or the holder thereof, said note shall become
due and payable, and the Trustee or the holder of the note secured hereby shall have the right to institute foreclosure pro-
ceedings for the appointment of a Receiver to collect the rents and income on said premises, and to obtain a decree for a
sale thereof; and from the proceeds of such sale to first pay court costs, costs of advertising and publication, title contin-
uation costs, trustee's fees, reasonable attorney's fees, and other expenses if such proceeding; all sums advanced for the
payment of taxes, insurance or other liens, with interest thereon at the rate of 7% per annum; then to pay the principal of
said note and interest due thereon; and the balance then remaining to be paid to the Grantor. It shall not be the duty of
the purchaser to see to the application of the purchase money. If the proceeds of the sale shall be insufficient to pay the
aforesaid, a deficiency may be entered against the Grantor.

The Receiver appointed by the Court, shall be vested with all the powers and duties of a receiver, including the right
to take possession of said premises, collect rents and income both during the pendency of the foreclosure proceedings, and
following the entry of a decree and until the expiration of the period of redemption.

Grantor shall maintain in force insurance against loss by fire of said premises, and casualty loss thereto, and shall
deposit policies of insurance, and evidence of payment of the premiums thereon, with the holder of said note. Such policies
shall contain loss payable clauses in favor of the Trustee as his interest may appear; and the Trustee agrees in the event of a
loss by fire or casualty, the holder of said note shall have the right to compromise and collect for such loss in the name and
stead of Grantor, and to apply the proceeds therefrom to the indebtedness on said note which shall, at the holder's option
become due and payable. If Grantor shall fail to maintain insurance in the amount of the indebtedness, the holder of the
note shall have the right to place such insurance, and the cost thereof shall be an additional indebtedness under said note.

In the event of the inability, refusal, or the Trustee herein named to act, or upon his removal from the County
is then appointed as Successor Trustee herein with like powers and authority as is vested in the Trustee named herein.

All of the covenants, conditions, powers, rights and duties vested hereby, in the respective parties, shall survive to and
be binding upon their heirs, legal representatives and assigns.

Upon the payment of said note according to the tenor thereof, and the performance of the
covenants herein contained, and unless said premises are sold by court decree for a breach hereof,
Grantee shall upon demand furnish Grantor with a Deed reconveying said premises. Whether
there shall be more than one party as Grantor or Trustee, the terms "Grantor" and "Trustee"
may be used.

Witness our hand^s and seal^s this 21st day of July 19 70

MAIL TO
[Handwritten initials]

(SEAL) *Phillip Kaufman* (SEAL)

(SEAL) *Marilyn Kaufman* (SEAL)

(OVER)

Bennett I. Berman

- () Mail to: } 1640 East 50 St.
- } Chicago, Illinois 60615
- () Office of the Recorder, Box No. _____
- () Mail Tax bills to: _____

4249 W. 175th Place
Country Club Hills, Ill

Street Address
NOT A PART OF THE ABOVE INSTRUMENT

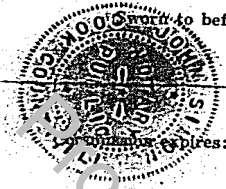
DOCUMENT NUMBER

21 231 779

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF }

I hereby certify that PHILLIP KAUFMAN and MARILYN KAUFMAN, his wife
are 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 ac-
knowledgeed that they signed, sealed, and delivered the same as their free and volun-
tary act, for the uses and purposes therein set forth, including the release and waiver of the
right of homestead.



to before me this 31st day of July 19 70

John Simon
Notary Public

Sept 6, 1970

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COOK COUNTY CLERK'S OFFICE

John K. Simon

