

21 251 185

This Indenture Witnesseth,

That the grantor, Ronald Reda and his wife Josephine Reda, & Louis F. Reda and Rose M. Reda his wife of the City of Berwyn in the County of Cook and State of Illinois for and in consideration of the sum of Eight Thousand Nine Hundred Sixty Six & 40/100's Dollars in hand paid, CONVEY and WARRANT to Capitol Bank of Chicago 4801 W. Fullerton Ave. of the City of Chicago County of Cook and State of Illinois the following described real estate, to-wit:

Lot 25 in Block 9 in Walter G. McIntosh's Metropolitan Elevated Subdivision of that part of the Southeast quarter, lying North of South 1271.3 feet of the South 300 acres of Section 19 Township 39 North Range 13, East of the Third Principal Meridian, plat thereof recorded 12-12-22 as Document #7745156.

situated in the City of Berwyn 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:

Express, The said Ronald Reda and Josephine Reda, & Louis F. Reda & Rose M. Reda herein ARE justly indebted upon \$8966.40 Promissory Note, bearing even date herewith payable to the order of Capitol Bank of Chicago 4801 W. Fullerton, Chicago, Illinois 60639 in the amount of \$8966.40 including add-on interest at the rate of 6 per cent, per annum, with 17 monthly payments of \$186.80 commencing September 6, 1970 and a final payment of \$186.80 on August 6, 1974.

Now, if default be made in the payment of the said THE IR Promissory Note or any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, 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 THE IR 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 thereon, 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, assigns and assigns, to obtain a decree for the sale and conveyance of the whole or any part of said premises for the purpose herein specified. If said party of the second part, or 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, together with 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 fees, 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 time the receipt or opinion of the legal holder thereof, and all interest due thereon, rendering the overplus, if any, unto 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 purchaser to see to the application of the said moneys.

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 a receiver, 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 said indebtedness; and that said Receiver shall have the full power of receiver, and such other powers in the premises as to said Court shall seem proper.

The said first party hereby agree, that they will, in due season, pay all taxes and assessments on said premises, and will see all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured in such company or companies as 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 procure as aforesaid, said party of the second part or his successor in trust, or the holder of said note, may procure such insurance, or policies, 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 to the said grantor or his successor or legal representatives shall convey all of said premises remaining unsold to the said grantor or his heirs, executors, administrators, assigns, upon receiving his reasonable charges therefor. In case of the death, resignation, removal from said County, or other inability to set of said grantor, then the said Capitol Bank of Chicago is hereby appointed and made successor in trust herein, with like power and authority, as is hereby vested in said grantor. It is agreed that said grantor shall pay all costs and attorney's fees incurred or paid by said grantor 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 30 day of JULY A. D. 1970

Josephine Reda (SEAL)
Louis F. Reda (SEAL)
Ronald Reda
Josephine Reda

Property

21 251 185

Office

UNOFFICIAL COPY

1970 AUG 31 AM 9 36

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State of Illinois }
County of Cook } ss. LORRAINE A. ROTT

A NOTARY _____ in and for said County, in the State aforesaid, Do Herby Certify, That Ronald Reda & Josephine Reda, his wife & Louis F. Reda & Rose M Reda, his wife

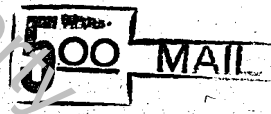
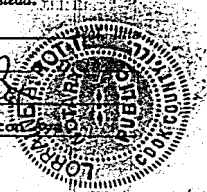
personally known to me to be the same person whose name s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as THE IR free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and NOTARY

30th day of July

Lorraine A. Rott

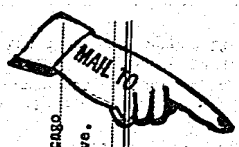
4805 W. Fullerton



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TRUST DEED
STATUTORY FORM
With Clause for Receiver and Insurance
Ronald & Josephine Reda
Louis & Rose Reda
1843 S. Oak Park
Beverly, Illinois
TO:
Capitol Bank of Chicago
4801 W. Fullerton Ave.
Chicago, Illinois



MAIL TO:
Capitol Bank of Chicago
4801 W. Fullerton Ave.
Chicago, Illinois

END OF RECORDED DOCUMENT