

21 265 306

This Indenture Witnesseth,

Aurelio J. and Donna M. Guerrieri, That the grantor of the City of Chicago in the County of Cook and State of Illinois for and in consideration of the sum of Four Thousand Six Hundred Twenty-Eight and 40/100's Dollars in hand paid, CONVEY and WARRANT to Capitol Bank of Chicago 4801 W. Fullerton Avenue, Chicago, Illinois of the City of Chicago County of Cook and State of Illinois the following described real estate, to-wit:

Lot 18 in Gauntlett & Collins Resubdivision of Lots 11 to 26 in Block 2 and Lots 30 to 40 in Block 1 in Gauntlett & Collins Subdivision of the Northeast quarter of the Northeast quarter of the Northwest quarter of Section 34, 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 default in payment or a breach of any of the covenants or agreements herein contained; in trust nevertheless, for the following purpose:

Whereas, The said Aurelio J. and Donna M. Guerrieri Grantor herein ARE justly indebted upon Their 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 Four Thousand Six Hundred Twenty-Eight and 40/100's Dollars including Add On Interest at the Rate of Per Cent, Per Annum, With 23 Monthly Payments of \$192.85 Commencing September 25, 1970, and a Final Payment of \$192.85 on August 25, 1972.

Now, If default be made in the payment of the said Their 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 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 Their 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 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, their heirs, executors, administrators, 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 or 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 fees, 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, the option of the legal holder thereof, and all interest due thereon, rendering the surplus, if any, unto the said party of the first part, their legal 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 enforce this Trust Deed, such court may at once upon application therefor, appoint the Capitol Bank of Chicago 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 power as to said Court shall seem proper.

And Said first party hereby agree, that They 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 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 reconvey all of said premises remaining unsold to the said grantor or their 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, of 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 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 18th day of August A. D. 1970

Aurelio J. Guerrieri (SEAL) Donna M. Guerrieri (SEAL)

Property of Capitol Bank of Chicago Office 21 265 306

State of Illinois }  
County of Cook } ss. I, Lorraine A. Rott  
A Notary in and for said County, in the  
State aforesaid, Do Heretby Certify, That  
Aurelio J. and Donna H. Guerrieri

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 Notary

18th day of August

Lorraine A. Rott  
4805 W. Fullerton

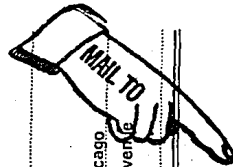


SEP 16 AM 9 25  
SEP-16-70 1229800 22255003-A -- P.O. 510

TRUST DEED

STATUTORY FORM  
With Clause for Receiver and Insurance

Aurelio J. and Donna H. Guerrieri  
2325 N. Kenneth  
Chicago, Illinois



TO  
Capitol Bank of Chicago  
4801 W. Fullerton Avenue  
Chicago, Illinois

MAIL TO:  
CAPITOL BANK OF CHICAGO  
4801 W. FULLERTON AVENUE  
CHICAGO, ILLINOIS 60639



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END OF RECORDED DOCUMENT