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TRUST DEED—Short Form (Ina. and Receiver) No. 831

Geo. E. Cole & Co. Chicago
LEGAL BLANKS (ILLINOIS)

This Indenture Made this Twenty-Fifth day of September,
A. D. 1970, between THEODORE R. WHITESIDE and ETHEL WHITESIDE, his wife
of the City of Harvey, County
of Cook and State of Illinois party of the first
part, and H. D. KOENECKE
of the City of Harvey, County of Cook
and State of Illinois, party of the second part, as trustee,

Witnesseth, That Whereas, the said THEODORE R. WHITESIDE and ETHEL
WHITESIDE, his wife
are justly indebted upon their principal note in the sum of FIVE THOUSAND SEVEN
(\$5,783.00)
HUNDRED EIGHTY THREE Dollars, due September 25, 1975

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with
interest at the rate of Six percent per annum, payable monthly
~~interest~~, due September 25, 1975

, all of said notes
bearing even date herewith and being payable to the order of FIRST STATE BANK OF HARVEY
at the office of FIRST STATE BANK OF HARVEY, HARVEY, ILL.
or such other place as the legal holder thereof may in writing appoint, in lawful money of the United
States, and bearing interest after maturity at the rate of seven percent per annum.

Each of said principal notes is identified by the certificate of the trustee thereon endorsed.

NOW, THEREFORE, the said party of the first part, for the better securing of the said indebted-
ness as by the said note evidenced, and the performance of the covenants and agreements herein con-
tained on part to be performed, and also in consideration of the sum of ONE DOLLAR in hand
paid, does CONVEY AND WARRANT unto the said party of the second part, successor
in trust, the following described real estate situate in the County of Cook and
State of Illinois to wit:

Lot four (4) and the West half of Lot five (5)
in Block one hundred forty one (141) in Harvey,
a Subdivision in the East half of the North East
quarter of Section eighteen (18), Township thirty
six (36) North, Range fourteen (14), East of the
Third Principal Meridian, in COOK COUNTY, ILLINOIS.

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Together with all the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof and all gas and electric fixtures, engines, boilers, furnaces, ranges, heating and lifting apparatus and all fixtures now in or that shall hereafter be placed in any building now or hereafter standing on said land, and all the estate, right, title and interest of the said party of the first part of, in and to said land, hereby expressly releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois; TO HAVE AND TO HOLD the same unto the said party of the second part, successor in trust, FOREVER, for the uses and purposes, and upon the trusts herein set forth.

And the said party of the first part does covenant and agree as follows: To pay said indebtedness and the interest thereon as herein and in said notes provided; to pay all taxes and assessments levied on said premises as and when the same shall become due and payable and to keep all buildings at any time situated on said premises in good repair and to suffer no lien of mechanics or material men, or other claim, to attach to said premises; to pay all water taxes thereon as and when the same shall become due and payable and neither to do, nor suffer to be done, anything whereby the security hereby effected or intended so to be shall be weakened, diminished or impaired; to keep all buildings which may at any time be situated upon said premises insured in a company or companies to be approved by the party of the second part or successor in trust, or the legal holder of said note, against loss or damage by fire for the full insurable value of such buildings for an amount not less than the amount of the indebtedness secured hereby and to cause such insurance policies, with the usual mortgage clause attached or other sufficient endorsement, to be deposited with said party of the second part as additional security hereunder and upon failure to so secure and deposit such insurance policies, said second party successor in trust, or the legal holder of said note is hereby authorized to procure the same, and all moneys which may be advanced by said party of the second part, or successor in trust, or by the legal holder of said note, or any of them, for the aforesaid purposes, or any of them, or to remove encumbrances upon said premises or in any manner protect the title or estate hereby conveyed, or expended in or about any suit or proceedings in relation thereto, including attorneys' and solicitors' fees, shall with interest thereon at seven per cent per annum, become so much additional indebtedness secured hereby; but nothing herein contained shall render it obligatory upon said party of the second part, or successor in trust, or the legal holder of said note, or any of them, to so advance or pay any such sums as aforesaid.

In the event of a breach of any of the aforesaid covenants or agreements, or in case of default in payment of any note secured hereby, or in case of default in the payment of one of the installments of interest thereon, and such default shall continue for thirty (30) days after such installment becomes due and payable, then at the election of the holder of said note or notes or any of them, the said principal sum together with the accrued interest thereon shall at once become due and payable; such election being made at any time after the expiration of said thirty (30) days without notice, and thereupon the legal holder of said indebtedness, or any part thereof, or said trustee, or successor in trust, shall have the right immediately to foreclose this trust deed and upon the filing of a bill for that purpose, the court in which such bill is filed, may at once and without notice appoint a receiver to take possession or charge of said premises free and clear of all homestead rights or interests, with power to collect the rents, issues and profits thereof, during the pendency of such foreclosure suit and until the time to redeem the same from any sale made under any decree foreclosing this trust deed shall expire, and in case proceedings shall be instituted for the foreclosure of this trust deed, all expenses and disbursements paid or incurred in behalf of the complainant, including reasonable solicitors' fees, outlays for documentary evidence, stenographers' charges, costs of procuring a complete abstract of title, showing the whole title to said premises, embracing such foreclosure decree, shall be paid by the said party of the first part, and such fees, expenses and disbursements shall be so much additional indebtedness secured hereby and shall be included in any decree entered in such proceedings for the foreclosure of this trust deed, and such proceedings shall not be dismissed or a release hereof given until all such fees, expenses and disbursements and all the cost of such proceedings have been paid and out of the proceeds of any sale of said premises that may be made under such decree of foreclosure of this trust deed, there shall be paid, First: all the cost of such suit, including advertising, sale and conveyance, attorneys' solicitors', stenographers' and trustees' fees, outlays for documentary evidence and costs of such abstract and examination of title. Second: All moneys advanced by the party of the second part or the legal holder of said note, or any of them for any other purpose authorized in this trust deed, with interest on such advances at seven per cent per annum. Third: All the accrued interest remaining unpaid on the indebtedness hereby secured. Fourth: All of said principal sum remaining unpaid. The overplus of the proceeds of sale shall then be paid to said party of the first part or to his legal representatives or assigns on reasonable request.

In case of the default of the payment of the indebtedness secured hereby or the breach of any of the covenants and agreements entered into on the part of the party of the first part, said party of the first part hereby waives all right to the possession, income and rents, of said premises, and it thereupon shall be lawful for the party of the second part, successor in trust, to enter into and upon and take possession of said premises and to let the same and receive and collect all rents, issues and profits thereof.

AND THE SAID PARTY OF THE FIRST PART further agrees that in case of a foreclosure decree and sale of said premises thereunder, all policies of insurance provided for herein may be re-written or otherwise changed so that the interest of the owner of the master's certificate of sale, under such foreclosure, shall be protected to the same extent and in like manner as the interest of the legal holder of the note herein described is protected by such policies.

Upon full payment of the indebtedness aforesaid and the performance of the covenants and agreements hereinbefore made by the said party of the first part, a reconveyance of said premises shall be made

by the said trustee, or successor in trust or legal representatives, to said party of the first part upon receiving reasonable charge therefor, and in case of the death, resignation, absence

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or removal from said Cook County, or other inability to act of said trustee,
when his action hereunder may be required by any person entitled thereto, then
PAUL KRATOCHWILL is hereby appointed and
made successor in trust herein, with like power and authority as is hereby vested in said trustee.

"Legal holder" referred to herein shall include the legal holder or holders, owner or owners of said note or notes, or indebtedness, or any part thereof, or of said master's certificate of sale and all the covenants and agreements of the said party of the first part herein shall extend to and be binding upon or their heirs, executors, administrators or other legal representatives and assigns.

The principal sum of FIVE THOUSAND SEVEN HUNDRED EIGHTY THREE (\$5,783.00) DOLLARS payable to the FIRST STATE BANK OF HARVEY including interest and bearing date of September 25, 1970 payable in fifty nine (59) installments of SEVENTY THREE (\$73.00) DOLLARS and a final payment of SIXTY (\$60.00) DOLLARS, payable monthly commencing on the first day of November, 1970 and each and every month thereafter until paid. The Mortgagors will pay an amount equivalent to 1/12th of the amount of the annual real estate taxes payable monthly.

Witness the hand and seal of the said party of the first part, the day and year first above written.

Theodor R. ... Seal

Ethel Whitehead Seal

_____ Seal

_____ Seal

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, WILLIAM F. DONAHUE,

a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
THEODORE R. WHITESIDE and ETHEL WHITESIDE, ^{his wife}, 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 notarial seal, this Twenty-Fifth day of September,

William F. Donahue
Notary Public



COOK COUNTY, ILLINOIS
FILED FOR RECORD

William F. Donahue
RECORDS OF DEEDS

OCT 19 70 3 03 PM

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Name: *Wm F. Donahue*
Address: *149 E. 154th*
City: *Harvey, Ill.*
FORM 104
533

Trust Deed
Insurance and Receiver

TO

ADDRESS OF PROPERTY:

MAIL TO:

GEORGE COLE COMPANY

END OF RECORDED DOCUMENT