

60-012-021 w 53-200

This Indenture Witnesseth,

JOZEF MARCINKIEWICZ and HELENA MARCINKIEWICZ, his wife

of the City of Chicago in the County of Cook and State of Illinois

for and in consideration of the sum of TEN THOUSAND (\$10,000.00) and no/100 Dollars

to have said, CONVEY and WARRANT to Jean K. Fisher, as Trustee

of the City of Chicago County

of Cook and State of Illinois the following described real estate, to-wit:

Lot 34 in Heafield's Subdivision of Lot 12 (Except East 5 acres thereof) and West 1/2 of Lot 13 in Davlin, Kelly and Carroll's Subdivision of the North West 1/4 of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

500

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 any default in payment or a breach of any of the covenants or agreements herein contained; in trust nevertheless, for the following purposes:

Whereas, The said JOZEF MARCINKIEWICZ and HELENA MARCINKIEWICZ, his wife

herein ARE justly indebted upon \$10,000.00 Promissory Note bearing even date herewith, payable to the order of

HERRIET JANKOWSKI, the principal sum of \$10,000.00, payable

in monthly installment of \$ 83.34, per month, or more, commencing on

28th day of February, 1971, plus interest at the rate of five per cent

(5%) per annum, on the whole amount remaining from time to time due

and unpaid, and \$ 83.34, on the 28th day of each and every month, or

more until the whole amount of said principal sum is fully paid, plus

interest at the rate of 5% per annum, payable monthly

HOW, if default be made in the payment of the said One 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 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 One Promissory Note, shall

thereupon, at the option of the legal holder or holders thereof, become immediately due and payable; and on the expiration 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,

and his heirs, executors, administrators and 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 to 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 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 or the option of the legal holder thereof, and all interest due thereon, according to the coupon if any, unto the said party of the first part, or his legal representative 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 foreclose the said Trust Deed, such court may at

once upon application therefor, appoint HERRIET JANKOWSKI or any suitable person or persons 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 in the premises as to said Courts shall seem proper.

AND said first party hereby agrees, 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, in 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, or his successor in trust, 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, or his successor in trust, or the holder of said note

may procure such insurance, or 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 grantor or his successor or legal representative shall receive of said

premises remaining unpaid to the said grantor or his successor or legal representative, upon presenting his reasonable charges therefor. In case of the death, removal or departure

of said JOZEF MARCINKIEWICZ, HELENA MARCINKIEWICZ, or other inability to act of said grantor, JEAN K. FISHER of Cook County, Illinois, 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 trustee 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

slain 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 handS and sealS of the said grantorS this 28th day of January A.D. 1971

BOX 533

Joze Marcinkiewicz Seal
Helena Marcinkiewicz Seal

21 385 225

State of Illinois }
County of Cook } ss.

J. BARBARA A. FISHER

a Notary Public _____ in and for said County, in the
State aforesaid, Do Hereby Certify, That JOZEF MARGINKIEWICZ
and HELENA MARGINKIEWICZ, 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
28th day of January A. D. 19 71

Barbara A. Fisher

Barbara A. Fisher
Notary Public



My commission expires Jan. 19, 1972

COOK COUNTY, ILLINOIS
FILED FOR RECORD

JAN 29 '71 3 07 PM

Edmund R. Chew
RECORDS CLERK OF DEEDS

21385225

TRUST DEED

STATUTORY FORM
With Clause for Receiver and Insurance

TO

GEORGE COLE COMPANY