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Form 15-C (Rev.) - TRUST DEED - Insurance and Receiver 22 431 595 Perfection Legal Forms & Printing Co., Rockford, Ill.

This Indenture WITNESSETH, That the Grantor S, WILLIAM J. GOLEMBIEWSKI and LEEANDRA J. GOLEMBIEWSKI, Individually and as husband and wife,

of the Village of Streamwood County of Cook and State of Illinois for and in consideration of the sum of Thirty-one Thousand Two Hundred Fifty and no/100 Dollars in hand paid, CONVEY and WARRANT to GEORGE H. BELL, (\$31,250.00)

of the Village of Bartlett County of Cook and State of Illinois and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all building, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, located in the County of Cook

State of Illinois to-wit:

Lot 2543 in Woodland Heights Unit 6A, being a Resubdivision of Lots 2535 to 2553 both inclusive, together with a portion of Sunnydale Boulevard, adjoining Lots 2535 to 2553 both inclusive, in Woodland Heights Unit 6, a Subdivision in Sections 23, 24, 25 and 26 Township 41 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois except as follows:

That part of premises in question laid out and established for a private road, 2 rods in width as follows:

Beginning 1 rod West of the North East corner of the West half of the North West quarter of Section 25 in the Town of Hanover thence South three-fourths of a degree West parallel to the East line of said Lot 44 98/100 chains to the Chicago and Egin Road according to the survey and the plat thereof annexed the line of said survey being the center of said private road as appears from the proceedings had March 27, 1966 by the Highway Commissioners of the Townships of Hanover in Cook County, Illinois.

600

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Property

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois IN TRUST nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantors, William J. Golembiewski and Leeandra J. Golembiewski, are justly indebted upon their principal promissory note bearing even date herewith in the sum of Thirty-one Thousand Two Hundred Fifty and no/100 (\$31,250.00) payable to the order of Bartlett State Bank, Bartlett, Illinois, payable as follows: On or before twenty (20) years after date, in monthly installments of Two Hundred Fifty-six and 56/100 Dollars (\$256.56) or more, each due and payable on the 1st day of each and every month, commencing September 1, 1973, including interest at the rate of 7 3/4 per cent per annum, payable monthly on the whole amount of said principal sum remaining from time to time unpaid, both principal and interest payable in lawful money of the United States of America at Bartlett, Illinois or such other place as the legal holder hereof may from time to time in writing appoint.

THE GRANTOR S covenant and agree as follows: (1) to pay said indebtedness, and the interest thereon as herein and in said notes and coupons provided, or according to any agreement extending time of payment; (2) to pay prior to the time that penalty will attach in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings at any time on said premises insured against loss by fire and tornado, to the full insurable value, the companies to be approved by the holder of said indebtedness and deliver to the holder of said indebtedness the insurance policies so written as to require all loss to be applied in reduction of said indebtedness; (6) to keep the said property tenable and in good repair; and (7) not to suffer any mechanic's or other lien to attach to said premises. In the event of failure so to insure, to pay taxes, assessments, or to keep the property in good repair, or to prevent mechanic's or other liens attaching to said premises, the grantee, or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or make such repairs as he may deem necessary to keep the said premises in a tenable condition, or discharge or purchase any tax lien or title affecting said premises, and all moneys so paid, the grantor S agree to repay immediately without demand, and the same, with interest thereon from the date of payment at seven per cent. per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable and with interest thereon from time of such breach, at seven per cent. per annum shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, outlays for documentary evidence, stenographer charges, cost of procuring or completing an abstract of title showing the whole title to said premises embracing foreclosure decree—shall be paid by the grantor S; that the like expenses and disbursements, occasioned by any suit or proceeding wherein the trustee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor S; that such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release thereof given, until all such fees, expenses and disbursements, and the costs of suit, including solicitor's fees, have been paid. The grantor S waive all right to the possession of and income from said premises pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this Trust Deed, a Receiver shall upon motion of Solicitor for complainant, without notice, be immediately appointed by the court before which such motion for the appointment of a Receiver shall come on for hearing, to take possession or charge of said premises, and collect such income, and the same, less receivership expenditures, including repairs, insurance premiums, taxes, assessments and his commissions, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, in reduction of the amount of any decree of sale entered in any foreclosure proceeding, in payment or reduction of any deficiency after a Master's or Commissioner's sale under any decree of sale, in payment or reduction of any deficiency decree entered thereon, or, if not in either manner so applied, the court approving the receiver's report shall order that the same be paid to the person entitled to the deed under the Master's or Commissioner's sale. A bond on application for receiver is hereby expressly waived and it shall not be the duty of the trustee, legal holder of the notes or purchaser at any Master's or other sale to see to the application of the principal sum hereby secured or of the purchase money, or to inquire into the validity of any taxes, assessments, tax sales, tax titles, mechanic's or other liens or titles, or the necessity for repairs, in advancing money as hereinbefore provided.

IN THE EVENT of the death, inability, removal or absence from said County of the grantee, or of his refusal or failure to act, then Martin G. Struwing of said County is hereby appointed to be the first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the trustee, or his successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

WITNESS the hand S and seal of the grantor This 30th day of July A. D. 1973.

[SEAL]
[SEAL]

William J. Golembiewski
William J. Golembiewski [SEAL]
Leeandra J. Golembiewski
Leeandra J. Golembiewski [SEAL]

22-431-595

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STATE OF ILLINOIS }
County of Cook }

I, the undersigned, a Notary Public

in and for, and residing in said County, in the State aforesaid
DO HEREBY CERTIFY, that William J. Golembiewski and
Leeandra J. Golembiewski, Individually and as
husband and wife,

personally known to me to be the same person whose name s are
to the foregoing instrument, appeared before me this day in person and ac-
knowledged that they signed, seal 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 30th
day of July, A. D. 1973



My Commission Expires November 6 1974

William J. Golembiewski
Notary Public

COOK COUNTY, ILLINOIS
FILED FOR RECORD

AUG 8 '73 1 38 PM

James R. Olson
RECORDER OF DEEDS

22431595

No. _____
TRUST DEED
TO _____
STATE OF _____ SS. No. _____
County _____
This instrument was filed for record in the Recorder's
Office of _____ County aforesaid, on the _____
day of _____ 19 _____
at _____ o'clock _____ M. and recorded in Book _____
of _____ on Page _____
RECORDED

BOX 533

Perfection Legal Forms & Printing Co., Cook Co., Ill.
BROWER, ARBON & WINTERSTROM
ATTORNEYS AT LAW
SUITE 311 - ED. IN NATIONAL BANK BLDG.
CHICAGO, ILLINOIS 60620

END OF RECORDED DOCUMENT