

22 477 949

TRUST DEED — INSURANCE AND RECEIVER Form 15 C. (Rev.) Perfection Legal Forms & Printing Co., Rockford, Illinois

This Indenture WITNESSETH, That the Grantor, SAM CHRISTOPHER, a widower,

of the City of Chicago, Heights, County of Cook and State of Illinois  
for and in consideration of the sum of TWENTY-THREE THOUSAND SEVEN HUNDRED FIFTY-NINE (\$23,759.) Dollars

in hand paid, CONVEY and WARRANTS to ANGELO A. CIAMBRONE, Trustee  
of the City of Chicago, Heights, 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 heating, gas and plumbing apparatus and fixtures, and everything appurtenant  
thereto, together with all rents, issues and profits of said premises, situated in the County of COOK

State of Illinois, to-wit:

LEGAL DESCRIPTION:

A parcel of land in the North East Quarter of the North West Quarter of Section 8, Township 35 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at a point 866.0 feet South of the North line of said North East Quarter of the North West Quarter, and 658.94 feet West of the East line of said North East Quarter of the North West Quarter, thence West 432.38 feet to a point in the center line of Riegel Road which point is 883.15 feet South Easterly (measured along said center line) from the North line of said North East Quarter of the North West Quarter, thence South Easterly along said center line 471.15 feet to the South line of said North East Quarter of the North West Quarter, thence East along said South line 347.10 feet to a point which is 658.60 feet West of the South East corner of said North East Quarter of the North West Quarter; thence North 462.0 feet to the place of beginning, excepting therefrom the following described tract of land (beginning at a point 866.0 feet South of the North line of said North East Quarter of the North West Quarter and 658.94 feet West of the East line of said North East Quarter of the North West Quarter, thence West 432.38 feet to a point in the center line of Riegel Road which point is 883.15 feet South Easterly (measured along said center line) from the North line of said North East Quarter of the North West Quarter; thence South Easterly along said center line of Riegel Road, 73.85 feet to a point, thence North Easterly along a straight line which makes an angle of 90 degrees 32 minutes 20 seconds with the said center line of Riegel Road when turned from the North to the East a distance of 74.35 feet to a point; thence South Easterly along a straight line a distance of 383.30 feet to a point, said point being 658.82 feet West of the East line of said North East Quarter of the North West Quarter and 1032 feet South of the North line of said North East Quarter of the North West Quarter, thence North along a straight line a distance of 166.0 feet to the place of beginning, in Cook County, Illinois.

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Property of

SEE ATTACHED LEGAL DESCRIPTION

Hereby releasing and waiving all rights under... by virtue of the homestead exemption laws of the State of Illinois... WHEREAS, The Grantor, SAM CHRISTOPHER, is justly indebted upon one (1) principal promissory note bearing even date herewith in the sum of TWENTY-THREE THOUSAND SEVEN HUNDRED FIFTY-NINE and NO/100 DOLLARS (\$23,759.00...) payable to the order of Bearer on or before one (1) year after date thereof with interest thereon at the rate of eight percent (8%) per annum.

THIS IS A PURCHASE MONEY MORTGAGE.

THE GRANTOR... covenant S and agree S 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 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; (3) that waste to said premises shall not be committed or suffered; (4) to keep all buildings at any time on said premises insured against loss by fire and tornado, to the full insurable value, in companies approved by the holder of said indebtedness and deliver to the said holder of said indebtedness the insurance policies so written as to require all loss to be applied in other lien to attach to said premises. In the event of failure to insure, to pay taxes or 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... 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 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's charges, costs of preparing and completing an abstract of title showing the whole title to said premises embracing foreclosure decree—shall be paid by the grantor; that the like expenses and disbursements, occasioned by any suit or proceeding wherein the trustee, or any holder of a part of said indebtedness, as such, may be a party, shall also be paid by the grantor; that such expenses and disbursements, all 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 hereof given, until all such fees, expenses and disbursements, and the costs of suit, including solicitor's fees, have been paid. The grantor waives all right to the possession of and income from said premises pending such foreclosure proceedings, and until the time of redemption from any sale thereunder expires, and agrees 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 a bond on application for receiver is hereby expressly waived and it shall not be the duty of the trustee, Master's or Commissioner's sale, 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 Cook County of the grantee, or of his refusal or failure to act, then Stanley A. Wilczynski, Jr. 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 and seal of the grantor this 25th day of March, A. D. 1970.

[SEAL]  
[SEAL]

*Sam Christopher*  
Sam Christopher

[SEAL]  
[SEAL]

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UNOFFICIAL COPY

PROPERTY

1973 SEP 14 AM 9 25 *Angelo A. Ciambrone*

STATE OF ILLINOIS RECORDER OF DEEDS  
 COUNTY OF COOK COOK COUNTY ILLINOIS

SEP-14-73 6 94 5 8 *Angelo A. Ciambrone* 20 22 27 29 19 4 A Rec 6.00

a Notary Public and for, and residing in said County, in the State aforesaid

DO HEREBY CERTIFY, that  
SAM CHRISTOPHER, a widower,

personally known to me to be the same person whose name is subscribed  
 to the foregoing instrument, appeared before me this day in person and ac-  
 knowledged that he signed, seal and delivered the said instrument  
his 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 28  
 day of March A. D. 19 70

My Commission Expires May 17 1972 *Angelo A. Ciambrone*  
 Notary Public

Property of Cook County Clerk's Office

6.00

22477949

No. \_\_\_\_\_

**TRUST DEED**

SAM CHRISTOPHER, a widower

TO

ANGELO A. CIAMBRONE, Trustee

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 \_\_\_\_\_

RECORDER

Box 445

Perkins Legal Forms & Printing Co., Rockford, Ill.

END OF RECORDED DOCUMENT