

TRUST DEED - STATUTORY, UNDER LAW OF 1970 WITH CLAUSES FOR RESERVE AND INSURANCE - ILLINOIS

NO. 22 796 528

ONE COPIES & ON CHICAGO LEGAL BLANKS

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This Indenture Witnesseth,

That the grantor, ARTEMIO BABILONIA and ALIDA BABILONIA, his wife,

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

for and in consideration of the sum of Twenty-six Thousand and 00/100 (\$26,000.00) Dollars

in hand paid, CONVEY, and WARRANT PAUL F. BLACKWELL, TRUSTEE,

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

the following described real estate, to-wit: Lot Thirty-

(36) in Block Five (5) in Waboll Brambory and Company's Austin Home Addition

being a subdivision of West Half (W1/2) of West Half (W1/2) of North East Quarter (NE1/4)

of Section Five (5), Township Thirty-nine (39) North, Range Thirteen (13), East of

the Third Principal Meridian,

62-77-580 9/21/30-7

ENTER DATE

500

situated in the City of Chicago, in the County of Cook, and State of Illinois, hereby releasing and waiving all rights under and by virtue of the Unrecorded Redemption Laws of the State of Illinois, and all right to obtain 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 ARTEMIO BABILONIA and ALIDA BABILONIA, his wife, Grantor B herein, by their duly signed and delivered Promissory Note, bearing even date herewith, payable to the order of BBABCO, by them duly signed and delivered, for the principal sum of Twenty-six Thousand and 00/100 (\$26,000.00) Dollars, and Two Hundred Forty-eight (248) Dollars or more on the first (1st) day of each and every month thereafter until the whole of said principal sum has been paid in full, and said monthly installments are to be paid at the office of VENDOR IDENTITY COMPANY or such other place in the City of Chicago as the legal holder hereof may designate, and are to include interest at the rate of eight per cent (8%) per annum, payable monthly on the remaining sum from time to time unpaid.

IN ADDITION to the payments above mentioned, Mortgagors agree to deposit one-twelfth (1/12th) of general taxes each month and to make a monthly deposit for hazard insurance.

Now, If default be made in the payment of the said one (1) 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 any impairment 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 said principal sum and interest, accrued by the said one (1) Promissory Note, shall thereupon, at the option of the legal holder or holder thereof, become immediately due and payable in full to the legal holder of said Promissory Note, or of any part of the same, it shall be lawful for the said grantor, or his successor in trust, to enter into and upon and take possession of the premises herein specified, and to collect and receive all rents, issues and profits thereon, 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, his heirs, executors, administrators and assigns, a citation thereon 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 sale, all costs of advertising, sale and conveyance, including the reasonable fees and outlays of said party of the second part, or persons who may be appointed in executing this trust, and money advanced for insurance, taxes and other dues 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, including the cost thereof, if any, with the said party of the first part, and all 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.

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 bond, such court may at once upon application therefor, appoint a 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 compensation thereon, said indebtedness; and that said Receiver shall have the full power of receiver, and such other power in the premises as to said court shall seem proper.

And said first party hereby agrees, that, he, she, 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, that 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 maintain 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 to insure, or against the failure of insurance, or to pay taxes as aforesaid, 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 such additional indebtedness, accrued to be paid by this Trust Deed.

Whereas, The said note and all expenses accruing under this Trust Deed shall be fully paid, the said grantor or his successor or legal representatives shall recover all of said principal remaining unpaid to the said grantor, or his heirs, or assigns, upon receiving the reasonable charges therefor, in case of the death, resignation, removal from office, or other inability, to act of said grantor, Paul F. Blackwell, then Pioneer Trust & Savings Bank 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 B shall pay all costs and attorney's fees incurred, or paid by said grantor or his 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 B and seals of the said grantor B, this 25th day of July, A. D. 1974.

LOAN NO. 1824
THIS INSTRUMENT prepared by:
Paul F. Blackwell,
4278 W. North Ave.,
Chicago, Illinois 60639.

x Artemio Babilonia (SEAL)
x Alida Babilonia (SEAL)

22 796 528

UNOFFICIAL COPY

State of Illinois } ss.
County of Cook }

Eleanor S. Babilonia

A Notary Public

In and for said County, in the

State aforesaid, **Do Herby Certify, That** ARTEMIO BABILONIA and ALIDA BABILONIA, his wife, who are

personally known to me to be the same person 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 25th day of July, A. D. 1974.

Eleanor S. Babilonia
Notary Public.



Name: 2120 Orchard St
Address: 6278 W. North Ave
City: Chicago 60637

Form 104 R 5/72

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COOK COUNTY, ILLINOIS
FILED FOR RECORD
JUL 29 1974 1 47 PM

Henry
RECORDING
#22796528

TRUST DEED

STATUTORY FORM
With Certificate for Recording and Insurance

ARTEMIO BABILONIA and ALIDA

BABILONIA, his wife,

TO

ELITE F. BARNETT, TRINISS.

Property: 2015 N. Austin Blvd.,
Chicago, Illinois.

533
Paul F. Elschewell,
4278 W. North Ave.,
Chicago, Ill. 60639.

CHICAGO OFFICE

END OF RECORDED DOCUMENT