

UNOFFICIAL COPY

22 012 518

TRUST DEED

THIS INDENTURE, Witnesseth, that the following named Grantors Robert S. Powell and Albina Powell, his wife for and in consideration of the sum of Fifteen Thousand and No/100 Dollars in hand paid, CONVEYS AND WARRANTS to Rudolph Sarna, Trustee

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 Village of Westchester County of Cook and State of Illinois, to-wit:

Lot 8 in Block 9 in Unit #2 Martindale Estates, being a subdivision of part of the Northwest 1/4 of Section 29, Township 39 North, Range 12, East of the 3rd Principal Meridian, in Cook County, Illinois.

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 aforesaid Grantor, being justly indebted upon a promissory note bearing even date herewith payable to the order of Westchester Trust and Savings Bank, Westchester, Illinois in the amount of Fifteen Thousand and No/100 payable in three semi-annual installments of \$3,750.00 + Int. @ 6 1/2% per annum and a final installment of \$3,750.00 + Int. @ 6 1/2% beginning on January 20, 1973 and continuing on the same day of each semi-annual period until paid This Trust Deed is subject and subordinate to a prior lien to Westchester Savings and Loan Association.

THE GRANTOR covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June 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 on said premises shall not be committed or suffered; (5) to keep all buildings on any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and secondly, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantor agrees 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 the interest thereon from time of such breach, at seven per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred by the half of complainant in connection with the foreclosure hereof including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or commissioning abstract showing the whole title of said premises embracing foreclosure decree--shall be paid by the grantor and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness as such, may be a party, shall also be paid by the grantor. All 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 proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements and the costs of suit, including solicitor's fees have been paid. The grantor for said grantor and for the heirs, executors, administrators and assigns of said grantor waive all right to the possession of and income from said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed may at once and without notice to the said grantor or to any party claiming under said grantor appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death, removal or absence from said Cook County of the

grantee, or of his refusal or failure to act, then Joseph M. Connelly of said County is hereby appointed to be 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 grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 20th day of July, A.D. 1972.

The Principal Note mentioned in the within Trust Deed has been identified herewith under Identification No. 6

Rudolph Sarna
Trustee

Robert S. Powell (SEAL)
Robert S. Powell

Albina Powell (SEAL)
Albina Powell

(SEAL)

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Richard H. Olson
1972 AUG 14 AM 10 52

RECORDER OF DEEDS
COOK COUNTY, ILLINOIS
FILED FOR RECORD

AUG-14-72 484996 • 22012518 • A — Rec 5.10

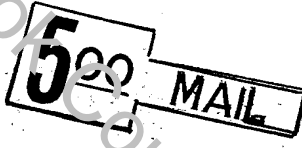
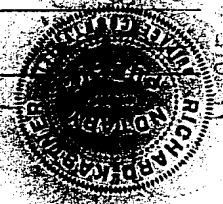
State of Illinois }
County of Cook } ss.

I, _____
a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____
Robert S. Powell and Albina Powell, his wife

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 he 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.

Witness under my hand and Notarial Seal, this _____
day of August A. D. 1972

Richard



Property of Cook County Clerk's Office

22012518

WESTCHESTER TRUST AND SAVINGS BANK
10500 WEST CERMAK ROAD
WESTCHESTER, ILLINOIS 60153

SS 015 218

END OF RECORDED DOCUMENT