

22 078 873

This Indenture Witnesseth, That the grantor Leonard Hernet and Dolores L. Hernet, his wife and Violet A. Hernet

of the CITY OF CHICAGO in the County of COOK and State of ILLINOIS

for and in consideration of the sum of Eleven Thousand and 00/100's Dollars

in hand paid, CONVEY and WARRANT to CAPITOL BANK OF CHICAGO

4801 W. Fullerton Ave., Chicago, Illinois of the City of Chicago County

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

The East half of Lot 4 in Block 9 in Subdivision by Perry D. Powell of Blocks 1 to 5 including 7, 9, 10 and 11 in the Subdivision by Perry P. Powell of Lots 3 and 5 in Circuit Court Partition of that part of the East half of the Northeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, lying North of Milwaukee Avenue.

situated in the CITY of CHICAGO County of COOK and State of ILLINOIS

herby releasing and waiving all rights under and benefits of the Homestead Exemption Laws of the State of Illinois and all right to retain possession of said premises after a default in payment or a breach of any of the covenants or agreements herein contained; in trust nevertheless, for the following purpose:

Whereas, The said Leonard Hernet & Dolores L. Hernet, his wife & Violet A. Hernet ARE justly indebted upon THEIR Promissory Note bearing even date herewith, payable to the order of

CAPITOL BANK OF CHICAGO, 4801 W. Fullerton Ave., Chicago, Illinois. In the amount of \$11,000.00 including interest at the rate of 7 1/2 per cent payable in 90 days.

And, if default be made in the payment of the said THEIR 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 waiver 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 event the whole of said principal sum and interest, secured by the said THEIR Promissory Note, shall thereupon, at the option of the legal holder or holders thereof, become immediately due and payable; and on the application of the legal holder 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, THEIR 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, 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 REASONABLE Dollars attorney's and a Notary's fees, and also 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 order of the legal holder thereof, and all interest due thereon, rendering the overplus, if any, unto the said party of the first part, THEIR legal 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.

And it is further provided and agreed, that upon the filing of any bill of complaint in any court having jurisdiction thereof, to foreclose this Trust Deed, such court may at once upon application therefor, appoint a Receiver, to-wit: CAPITOL BANK OF CHICAGO, or any suitable person, 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 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 Court 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), as 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 as further security for the indebtedness aforesaid. And in case of the refusal or neglect of said party of the first part thus to insure, or assign the policies 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 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 representatives shall re-convey all of said premises remaining unsold to the said grantor or THEIR heirs or assigns, upon receiving his reasonable charges therefor. In case of the death, resignation, removal from said County, or other inability to act of said grantor, then CAPITOL BANK OF CHICAGO

of said COOK COUNTY is hereby appointed and made successor in trust herein, with like power and authority, as is hereby vested in said grantor; and that said grantor shall pay all costs and attorney's fees incurred or paid by said grantor 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 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 and seal of the said grantor, this 29th day of September A. D. 72.

Handwritten signatures of Leonard Hernet, Dolores L. Hernet, and Violet A. Hernet with seals.

22 078 873

State of ILLINOIS

County of COOK

PAUL BONE

A NOTARY

in and for said County, in the

State aforesaid, Do hereby Certify, That Leonard Hernet &

Dolores Hernet, his wife and Violet A. Hernet

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 Notary seal, this

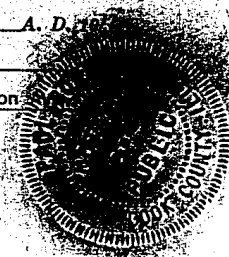
29th

day of September

A. D. 1972

Paul Bone

4801 W. Fullerton



1972 OCT 10 PM 1:12

ORDER OF DEEDS COOK COUNTY, ILLINOIS FILED FOR RECORD

OCT-10-72 512561 • 22078873 • A — Rec

5.00

TRUST DEED

STATUTORY FORM

With Clause for Recourse and Insurance

Leonard Hernet & Dolores Hernet
Violet Hernet
2425 W. Palmer

Chicago, Illinois

TO

CAPITOL BANK OF CHICAGO

4801 W. Fullerton Ave.

MAIL TO:

CAPITOL BANK OF CHICAGO
4801 W. Fullerton Ave.
Chicago, Illinois 60639

5.00



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OF RECORDED DOCUMENT