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Modern Law Series  
NO. 218

FOR USE OF COUNTY RECORDER OR REGISTRAR OF TITLES

TRUST DEED

WILLIAM H. GRISWOLD and MARY JANE GRISWOLD, his wife  
of the City of Chicago, County of Cook, State of Illinois, in  
consideration of the sum of fifty six hundred and three and 04/100 Dollars  
(\$ 5,603.04 ) the receipt of which is hereby acknowledged, and to secure the payment of a  
certain ~~promissory~~ note of even date herewith, payable to ~~XXXXXXXXXXXX~~ NANCY BERMAN, or  
order, as follows: \$116.73 on April 15, 1973 and \$116.73 or more on the 15th day of  
each month thereafter with interest included at the rate of 8% per annum until the  
entire principal and interest has been paid.

NANCY BERMAN of 1640 E. 50 St., Chicago, Ill., Trustee,  
of the City of Chicago, County of Cook, State of Illinois, all  
title and interest in the following described real estate:  
Lots 25 and 26 in Edward Dreyer's subdivision of part of Lot 5 in Block  
26 in Canal Trustees Subdivision of South Fractional 1/2 of Section 29,  
Township 39 North, Range 14, East of the Third Principal Meridian.

Except under provisions of Paragraph E, Section 4,  
Real Estate Transfer Tax Act.

*[Signature]*  
Buyer, Seller or Representative

situate in the County of Cook, State of Illinois,  
hereby releasing and waiving all rights under and by virtue of the Homestead Laws of the State  
of Illinois, in trust for the following uses and purposes:

It is agreed that if default be made in the payment of said note, either of the principal payments or interest, or if  
the grantor shall fail to pay taxes levied when due, commit or permit waste, or shall breach any other provision herein pro-  
vided, in such event and immediately without notice to the Grantor, at the option of the holder thereof, said note shall become  
due and payable, and the Trustee or the holder of the note secured hereby, shall have the right to institute foreclosure pro-  
ceedings for the appointment of a Receiver to collect the rents and income from said premises, and to obtain a decree for a  
sale thereof; and from the proceeds of such sale to first pay court costs, costs of advertising and publication, title contin-  
uation costs, Master's fees, reasonable attorney's fees, and other expenses of such proceedings; all sums advanced for the  
payment of taxes, insurance or other liens, with interest thereon at the rate of 7% per annum; then to pay the principal of  
said note and interest due thereon; and the balance then remaining to be paid to the grantor, or shall not be the duty of  
the purchaser to see to the application of the purchase money. If the proceeds of the sale shall be insufficient to pay the  
aforesaid, a deficiency may be entered against the Grantor.

The Receiver appointed by the Court, shall be vested with all the powers and duties of a receiver, including the right  
to take possession of said premises, collect rents and income both during the pendency of the foreclosure proceedings, and  
following the entry of a decree and until the expiration of the period of redemption.

Grantor shall maintain in force insurance against loss by fire of said premises, and casualty loss thereon, and shall  
deposit policies of insurance, and evidence of payment of the premiums thereon, with the holder of said note. Such policies  
shall contain loss payable clauses in favor of the Trustee as his interest may appear; and Grantor agrees in the event of a  
loss by fire or casualty, the holder of said note shall have the right to compromise and collect for such loss in his name and  
become due and payable. If Grantor shall fail to maintain insurance in the amount of the indebtedness, the holder of the  
note shall have the right to place such insurance, and the cost thereof shall be an additional indebtedness under said note.

In the event of the inability, refusal of the Trustee herein named to act, or upon his removal from the County,  
BENNETT I. BERMAN  
is then appointed as Successor Trustee herein with like powers and authority as is vested in the Trustee named herein.  
All of the covenants, conditions, powers, rights and duties vested hereby, in the respective parties, shall inure to and  
be binding upon their heirs, legal representatives and assigns.

Upon the payment of said note according to the tenor thereof, and the performance of the  
covenants herein contained, and unless said premises are sold by court decree for a breach hereof,  
Grantor shall upon demand furnish Grantor with a Deed reconveying said premises. Whether  
there shall be more than one party as Grantor or Trustee, the terms "Grantor" and "Trustee"  
may be used.

Witness my hand and seal this 8th day of March 1973



(SEAL) *[Signature]* (SEAL)

(SEAL) *[Signature]* (SEAL)

(OVER)

- ( ) Mail to: Bennett I. Berman, 1640 E. 50th Street, Chicago, 15, Illinois.
- ( ) Office of the Recorder, Box No.
- ( ) Mail Tax bills to:

3013 S Joomis Ave  
Chicago, Ill. Illinois  
Street Address  
NOT A PART OF THE ABOVE INSTRUMENT

DOCUMENT NUMBER

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# UNOFFICIAL COPY

*Henry R. Olsen*

RECORDED OF DEEDS  
COOK COUNTY ILLINOIS

STATE OF ILLINOIS  
COUNTY OF COOK

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I hereby certify that WILLIAM H. GRISWOLD and MARY JANE GRISWOLD, his wife, 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 acknowledged that they signed, sealed, and delivered the same as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Sworn to before me this 8th day of March

*Bennett Beaman*  
Notary Public



Commission expires: January 13, 1975

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END OF RECORDED DOCUMENT