

# UNOFFICIAL COPY

TRUST DEED

NO. 101NW

22 342 005 *Hill*

This Indenture, WITNESSETH, That the Grantor,  
JOSEPH HILL and THELMA HILL, his wife

of the City of Chicago County of Cook and State of Illinois  
for and in consideration of the sum of Forty-one Hundred Sixty-nine & 39/100 Dollars

in hand paid, CONVEY... AND WARRANT... to JOSEPH DEZONNA, Trustee

of the City of Chicago 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 City of Chicago County of Cook and State of Illinois, to wit:

The North eighteen (18) feet of Lot thirty One (31) and the South ten (10) feet of Lot thirty two (32) in Block seven (7) in Lucy M.

Green Addition to Chicago in the North East Quarter of the North East Quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Herby 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 Grantor, JOSEPH HILL and THELMA HILL, his wife justly indebted upon their ore principal promissory note bearing even date herewith, payable COMMUNITY BUILDERS, INC. for the sum of Forty-one Hundred Sixty-nine & 39/100 Dollars (\$4169.39) payable in 59 successive monthly instalments each of \$69.49 except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 20th day of July, 1973, and on the same date of each month thereafter, until paid... with interest after maturity at the highest lawful rate.

THIS GRANTOR, covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, according to any agreement extending time of payment; (2) to pay prior to the first day of June, one 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 to the same condition as before such damage, and to pay all expenses of repair and reconstruction, and to pay all expenses of insurance at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place an insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss claim attached payable first, to the first Trustees or Mortgagors; (4) to pay all taxes and assessments on the holder of the first mortgage indebtedness, and the interest thereon, as herein and in said notes provided, and the indebtedness is full; (5) 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 note, or the trustee or mortgagor, may cause the same to be paid by him, and the amount so paid, by him, shall be added to the amount of the note, and 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 to the amount of the note, and accrued interest.

If the grantor... fails to pay any tax or assessment, or any prior incumbrance, or the interest thereon, when due, the grantee or the holder of the note, or the trustee or mortgagor, may cause the same to be paid by him, and the amount so paid, by him, shall be added to the amount of the note, and accrued interest, and at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the time of such breach, at seven per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law, both, the same as if all of said indebtedness had then matured by express agreement.

IT IS AGREED by the grantor... 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, cost of procuring or completing notes showing the whole title, and other expenses and disbursements, and all costs and expenses of any kind, including attorney's fees, and all expenses and disbursements 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, the grantor... shall be entitled to the services of a receiver, and the receiver shall have power to collect rents, issues and profits, and to sue in the name of the grantor... and assigns of said grantor... and to collect the rents, issues and profits of said premises, and to sue in the name of the grantor... and assigns of said grantor... and to collect the rents, issues and profits of said premises, and to sue in the name of the grantor... and assigns of 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 his refusal or failure to do so, then 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 22d day of May A. D. 1973

X Joseph Hill (SEAL)

X Thelma Hill (SEAL)

(SEAL)

(SEAL)

22 342 005

Office

# UNOFFICIAL COPY

State of Illinois }  
County of Cook } ss.

I,

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
JOSEPH HILL and THELMA HILL, his wife

personally known to me to be the same person whose name 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 22d  
day of May A.D. 19 73

*J. Stockmire Jr.*  
Notary Public



*John R. Olsen*

1973 MAY 30 AM 9 59

MAY-30-73 633276 • 22342005 A — Rec 5.00

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

Box No. 246

Trust Deed

JOSEPH HILL and  
THELMA HILL, his wife  
TO  
JOSEPH DEZONIA, Trustee

500

NORTHWEST NATIONAL BANK  
OF CHICAGO  
CONSUMER CREDIT DEPT.  
3973 N. MILWAUKEE AVE.  
CHICAGO, ILLINOIS 60641

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