

TRUST DEED

NO. 101NW

23 586 763

This Indenture, WITNESSETH, That the Grantor  
EVA THOMAS, a widow

of the City of Chicago County of Cook and State of Illinois  
for and in consideration of the sum of Fifteen hundred eighty six and 16/100 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:  
Lot 32 in Block 6 in Frederick H. Bartlett's University Highlands, being a Subdivision in the North East quarter of Section 9, Township 37 North, Range 14, East of the Third 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 Grantor EVA THOMAS, a widow, justly indebted upon her one principal promissory note bearing even date herewith, payable HOME DESIGNERS AND BUILDERS

for the sum of Fifteen hundred eighty six and 16/100 Dollars (\$1586.16) payable in 35 successive monthly instalments each of \$44.06 except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 15th day of Sept. 1976, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and by said note 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 on 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 now 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.

which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior and subsequent interest thereon, at the time or times when the same shall become due and payable. IN THE EVENT of failure to so insure, or pay taxes or assessments, or discharge or purchase any tax lien on title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all moneys 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 as 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 with 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 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 abstract showing the whole title of said premises, and the cost of preparing and recording the same - shall be paid by the grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release having 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 and 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 grantor, or of his refusal or failure to act, then August G. Merkel of said County is hereby appointed to be first successor in this trust; and if for any time there shall fail or refuse to act, the person who shall then be the acting Receiver of said County is hereby appointed to be successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled, so receiving his reasonable charges.

Witness the hand and seal of the grantor this 2nd day of August A. D. 1976

X Eva Thomas (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

23 586 763

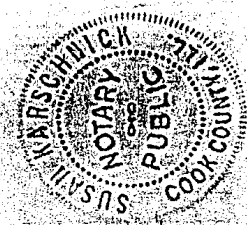
State of Illinois } ss.  
County of Cook

I, \_\_\_\_\_  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
EVA THOMAS, a widow

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 she signed, sealed and delivered the said instrument as her 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 3rd  
day of August A. D. 1976

Sumner Karschnick  
Notary Public.



Property of Cook County Clerk's Office

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS  
1976 AUG 5 PM 12 54  
AUG-5-76 233173 23586763 - A - Rec 10.00

10<sup>00</sup>

23586763

Box No. 246

# Trust Deed

EVA THOMAS, a widow

TO  
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

J. J. Maltz

Northwest National Bank of Chicago  
3985 North Milwaukee Avenue  
Chicago, Illinois 60641