

TRUST DEED

NO. 101NW

23 638 443

This Indenture, WITNESSETH, That the Grantor Edward O. & Odessa Howard

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of SIXTY SIX HUNDRED FOUR AND 80/100 Dollars

in hand paid, CONVEY AND WARRANT to Marquette National Bank

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:

10133 S. Prairie

Lot 173 in F. H. Bartlett's Greater Chicago Subdivision #1,

Subdivision of South half of the Northeast quarter of the Northwest Quarter of Section 15, Township 37 North, Range 14 East of the Third Principal Meridian.

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 Edward O. & Odessa Howard

justly indebted upon principal promissory note bearing even date herewith, payable

60 payments @ \$110.08 first payment due 11-10-76 and expiring 10-10-81

THE GRANTOR covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein set forth 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 they have been destroyed or damaged; (4) that waste on said premises shall not be committed or suffered; (5) to keep all buildings on or at 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 cause attached payable first, to the first Trustee or Mortgagee;

which policies shall be kept and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all such incumbrances, and the interest thereon, at the time or times when the same shall become due and payable. IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor 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 agree to repay immediately with all 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 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 embracing foreclosing decree, 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 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 the 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 grantor, or of his refusal or failure to act, then 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 grantor or his successors in trust, shall release said party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 13th day of September A. D. 1976

Edward Howard (SEAL)

Odessa Howard (SEAL)

PREPARED BY EDWARD J. SULLIVAN

PREPARED BY EDWARD J. SULLIVAN

1315 South Western Springs Chicago, Illinois 60626

23 638 443

UNOFFICIAL COPY

State of Illinois
County of Cook } ss.

1976 SEP 16 AM 10 42

I, Edward J. Sullivan
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
Edward O. & Odessa Howard

personally known to me to be the same person whose name S AFB 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.

Given under my hand and Notarial Seal, this 13th
day of September A. D. 19 76

Edward J. Sullivan
NOTARY PUBLIC
EDWARD J. SULLIVAN
NOTARY PUBLIC
COOK COUNTY
ILLINOIS

PREPARED BY EDWARD J. SULLIVAN
Notary Public
1111 S. WASHINGTON ST.
CHICAGO, ILL. 60607

10⁰⁰ E

Box No.

Trust Deed

TO

26638443

END OF

Property of Cook County Clerk's Office