

UNOFFICIAL COPY

TRUST DEED

NO. 101NW

23 776 961

This Indenture, WITNESSETH, That the Grantor James & Rosella Smith

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of SIXTY SEVEN HUNDRED THIRTY NINE 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:

8730 S. Kenwood

Lot 32 Block 11 in Second Addition to Calumet Gateway a Subdivision
of part of the North East Quarter of Section 2, Township 37 North,
Range 14 East of the Third Principal Meridian.

Hereby releasing and waiving all rights under and by virtue of the non-vested 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 James & Rosella E. Smith

justly indebted upon principal of \$10,000.00 bearing even date herewith, payable
60 payments @ \$112.33 First payment due 2-5-77 and expiring 2-5-82

THE GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said... 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 in said premises shall not be committed or suffered; (5) to keep all buildings now 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 clause attached payable first, to the first Trustee or Mortgagee;

which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior indebtedness, 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 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 without 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 on the whole or 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 foreclosure decree shall be paid by the grantor...; and the like expenses and disbursements, occasioned by any suit or 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; 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 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 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 of his refusal or failure to act, then and in 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 to receive his reasonable charge.

Witness the hand... and seal... of the grantor this 10th day of January A. D. 1977



PREPARED BY EDWARD J. SULLIVAN
Marquette National Bank
6316 South Western Avenue
Chicago, Illinois 60636

(SEAL) X James O. Smith
(SEAL) X Rosella E. Smith
(SEAL)
(SEAL)

23 776 961

UNOFFICIAL COPY

State of Illinois
County of Cook


1977 JAN 12 AM 9 42
JAN-12-77 511088 * 23776961 * A

I, Edward J. Sullivan

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
James & Rosella Smith

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 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 10th
day of January A. D. 19 77

Edward J. Sullivan


Property of Cook County Clerk's Office

10-2

10-2

23776961

Box No.

Trust Deed

to

END OF RECORDED DOCUMENT