

UNOFFICIAL COPY

23 804 197

This Indenture Witnesseth, That the grantor JOSEPH J. SOVCIK & ELEANOR E. SOVCIK, HIS WIFE
of the City of Chicago in the County of Cook and State of Illinois
for and in consideration of the sum of Thirty Five Thousand and 00/100 Dollars
in hand paid, CONVEY and WARRANT to CAPITOL BANK OF CHICAGO
4801 W. Fullerton Avenue of the City of Chicago County
Cook and State of Illinois the following described real estate, to-wit:

Lot 31 and the North 5 feet of Lot 32 in Morton Aire, a subdivision of the East 128.0 feet measured on the North line and South line of the North half (except that part taken for Gold Road) of the East Half of the Northwest Quarter of the Northwest Quarter of Section 13 and the South half of the East Half of the Northwest Quarter of the Northwest Quarter (except the West 163.61 feet of the North 266.52 feet thereof) of Section 13, Township 4 North, Range 12, East of the Third Principal Meridian, according to plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on March 18, 1959 as Document #1849886.

situated in the City of Chicago County of Cook and State of Illinois
hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois
and all right to retain possession of said premises after any default in payment or a breach of any of the covenants or agreements herein contained:

in trust nevertheless, for the following purposes:
Whereas, The said Joseph J. Sovcik & Eleanor E. Sovcik, his wife Grantor
herein are justly indebted upon their Promissory Note bearing even date herewith, payable to the order of
CAPITOL BANK OF CHICAGO, 4801 W. Fullerton Ave., Chicago, Illinois 60639.
In the amount of \$35,000.00 (Thirty Five Thousand and 00/100)

Now, if default be made in the payment of the said their Promissory Note, or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste, or non-payment, or non-assessment on said premises, or of a breach of any of the covenants or agreements herein contained, then in such cases the whole of said principal sum and interest, secured by the said their Promissory Note, shall thereupon, at the option of the legal holder of said Promissory Note, become immediately due and payable; and on the application of the legal holder of said Promissory Note, or either of them, it shall be lawful for the said grantee, or his successor in trust, to either into and upon and take possession of the premises hereby granted, or any part thereof, and to collect and receive all rents, issues and profits thereof; and, in his own name or otherwise, to file a bill or bills in any court having jurisdiction thereof against the said party of the first part, their heirs, executors, administrators and assigns, to obtain a decree for the sale and conveyance of the whole or any part of said premises for the purposes herein specified, by said party of the second part, or his special commissioner, or otherwise, under order of court, and out of the proceeds of any such sale to first pay the costs of advertising, sale and conveyance, including the reasonable fees and commissions of said party of the second part, or person who may be appointed to execute this trust, and reasonable Dollars attorney's and solicitor's fees, and also all other expenses of this trust, including all moneys advanced for insurance, taxes and other liens or assessments, with interest thereon at seven per cent per annum, then to pay the principal of said note, whether due and payable by the terms thereof or the option of the legal holder thereof, and all interest due thereon, rendering the overplus, if any, unto the said party of the first part, THEIR legal representatives or assigns, on reasonable request, and it shall not be the duty of the purchaser to see to the application of the purchase money.

And it is further provided and agreed, that upon the filing of any bill or complaint in any court having jurisdiction thereof, to foreclose this Trust Deed, such court may at once upon application therefor, appoint CAPITOL BANK OF CHICAGO or any suitable person, receiver, with power to receive and collect the rents, issues and profits arising out of the said premises, and apply the same toward the payment of the expenses and costs in such proceeding, and any remainder upon said indebtedness; and that said Receiver shall have the full power of receivers, and such other power in the premises as to said Court shall seem proper.

And Said first party hereby agrees, that they will, in due season, pay all taxes and assessments on said premises, and will keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured in such company or companies and for an amount (not exceeding the amount of said indebtedness), as said second party, or the holder of said note, may from time to time direct, and will properly assign such policy or policies of insurance to said party of the second part as further security for the indebtedness aforesaid. And in case of the refusal or neglect of said party of the first part to insure, or assign the policies of insurance, or to pay taxes as aforesaid, said party of the second part or his successor in trust, or the holder of said note, may procure such insurance, or pay such taxes; and all moneys thus paid, with interest thereon at seven per cent per annum, shall be and become so much additional indebtedness, secured to be paid by this Trust Deed.

When the said note and all expenses accruing under this Trust Deed shall be fully paid, to said grantee or his successor or legal representatives shall re-convey all of said premises remaining unsold to the said grantor or their heirs or assigns, upon receiving his reasonable charges therefor. In case of the death, resignation, removal from said Cook County, or other inability to act of said grantor, Cook County then CAPITOL BANK OF CHICAGO of said Cook County is hereby appointed and made successor in trust herein, with like power and authority, as is hereby vested in said grantor. It is agreed that said grantor, they shall pay all costs and attorney's fees incurred or paid by said grantee or the holder or holder of said note, in any suit in which either of them may be plaintiff or defendant, by reason of being a party to this Trust Deed, or a holder of said note, and that the same shall be a lien on said premises, and may be included in any decree ordering the sale of said premises and taken out of the proceeds of any sale thereof.

Witness, The hand and seal of the said grantor, this 28th day of January A.D. 1977

X Joseph J. Sovcik (SEAL)
 JJS
 X Eleanor Sovcik (SEAL)
 EES

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Notary Seal
RECORDED OF DEEDS
COOK COUNTY ILL. 604
1977 JAN 31 AM 10:44
JAN-31-77 319391 23804197 - A - Rec 10.00

State of ILLINOIS }
County of COOK } ss. NICHOLAS LAPETINA
A NOTARY

in and for said County, in the State aforesaid, Do Hereby Certify, That Joseph J. Sovcik & Eleanor E. Sovcik, his wife

personally known to me to be the same person whose name s are 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 NOTARY seal, this 28th day of January A. D. 19 77

Nicholas Lapetina
NOTARY PUBLIC
MY COMMISSION EXPIRES
AUGUST 7, 1978

TRUST DEED STATUTORY FORM With Clause for Receiver and Insurance

Joseph J. Sovcik
Eleanor E. Sovcik

9434 Oliphant
Morton Grove, Illinois

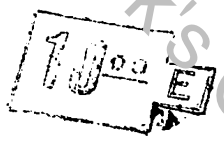
TO

CAPITOL BANK OF CHICAGO

4801 W. Fullerton Ave.

Prepared By: Marge Campanella

MAIL TO:
CAPITOL BANK OF CHICAGO
4801 W. Fullerton Ave.
Chicago, Illinois 60639



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END OF RECORDED DOCUMENT