

UNOFFICIAL COPY

23 139 443

This Indenture Witnesseth, That the grantor Albert Thompson and Mary J. Thompson, his wife
 of the City of Chicago in the County of Cook and State of Illinois
 for and in consideration of the sum of Four Thousand Nine Hundred Fity Five and 40/100's Dollars
 in hand paid, CONVEY and WARRANT to CAPITOL BANK OF CHICAGO
4801 W. Fullerton Avenue of the City of Chicago County
 of Cook and State of Illinois the following described real estate, to-wit:

Lot 20, Block 2 in Summerdale Park, being a Subdivision of the South half of the North East quarter of the North East quarter of Section 7, Township 40 North, Range 14 East of the Third Principal Meridian.

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 of a bond or of any of the covenants or agreements herein contained,
 in trust nevertheless, for the following purposes:

Whereas, The said Albert Thompson and Mary J. Thompson, 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 Avenue, Chicago, Illinois 60639,
In the amount of \$4955.40 including add-on interest at the rate of 7.00
per cent, per annum, (12.52) with 59 monthly payments of \$82.59 commencing
August 1, 1975 and a final payment of \$82.59 on July 1, 1980.

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 of taxes or assessments
 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 or holders
 thereof, 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 grantor, or his successor in trust, to either enter and upon and take possession of the premises hereby granted, or any part
 thereof, and to collect and receive all rents, issues and profits thereon, 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,
 as such trustee or as 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
 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 surplus, if any, unto the said party of the first part, THEIR legal representative 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 of 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 receiver, 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 thus to insure, or assign the policy or policies of insurance, or to 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 grantor or his successor or legal
 representative shall re-convey all of said premises remaining unpaid in the said grant THEIR heirs or assigns, upon receiving
 his reasonable charges therefor. In case of the death, resignation, removal or other disability of said grantor, removal of the
 to act of said grantor then CAPITOL BANK OF CHICAGO County, or other inability

of said COOK COUNTY in hereby appointed and made successor in trust herein, with like power and authority, as is hereby
 stated in said grantor they shall pay all costs and attorney's fees incurred or paid by said grantor or the holder
 or holders 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.

In witness, The hand and seal of the said grantor, this 2nd day of June 1975 A.D.

x Albert Thompson (SEAL)
 x Mary J. Thompson (SEAL)

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Office

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5.

State of ILLINOIS

ss.

County of COOK

PAUL W. GARDNER

A NOTARY

in and for said County, in the

State aforesaid, do hereby certify that Albert Thompson and
Mary J. Thompson, his wife

personally known to me to be the same person whose name is 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 NOTARY

20th day of June



NOTARY PUBLIC

My Commission Expires September 13, 1976

Property of Cook County Clerk's Office

5.00

24130442



TRUST DEED

STATUTORY FORM
With Clause for Receiver and Insurance

Albert Thompson
Mary J. Thompson, his wife
1736 W. Balmoral
Chicago, Illinois
TO

CAPITOL BANK OF CHICAGO
4801 W. Fullerton Ave.

Prepared By Harge Campanella

MAIL TO:

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

END OF RECORDED DOCUMENT