

UNOFFICIAL COPY

TRUST DEED

NO. 101NW

This Indenture, WITNESSETH, That the Grantor 23 184 169
EDWARD T. KING AND PATRICIA KING, HIS WIFE

of the CITY of CHICAGO County of COOK and State of ILLINOIS
for and in consideration of the sum of FORTY FIVE HUNDRED FORTY SIX & 80/100 Dollars
in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, TRUSTEE
of the CITY of CHICAGO County of COOK and State of ILLINOIS
herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus, 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 170 IN WHITE AND COLE'S RE-SUBDIVISION OF BLOCK 1 IN STEVE'S SUBDIVISION OF THE 53 ACRES LYING SOUTH OF THE NORTHWESTERN PLANK ROAD (NOW MILWAUKEE AVENUE) OF THE NORTH EAST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, 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 T. KING AND PATRICIA KING, HIS WIFE justly indebted upon THEIR ONE principal promissory note—bearing even date herewith, payable HOUSE OF VINY, FOR THE SUM OF FORTY FIVE HUNDRED FORTY SIX AND 80/100 DOLLARS (\$4546.80) PAYABLE IN 59 SUCCESSIVE MONTHLY INSTALMENTS EACH OF \$75.78 EXCEPT THE FINAL INSTALMENT WHICH SHALL BE EQUAL TO OR LESS THAN THE MONTHLY INSTALMENTS DUE ON THE NOTE COMMENCING ON THE 15 DAY OF July 1975, AND ON THE SAME DATE OF EACH MONTH THEREAFTER, UNTIL PAID, WITH INTEREST AFTER MATURITY AT THE HIGHEST LAWFUL RATE.

THE GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter provided, or according to any agreement extending time of payment; (2) 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; (3) that waste on said premises shall not be committed or suffered; (4) to keep all buildings on or in 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 (capable) to the holder of the first mortgage indebtedness, with first 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; (5) to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable;

IN THE EVENT of failure to timely pay such taxes or assessments, or the prior encumbrances 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 encumbrances and the interest thereon from time to time, and all money 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 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 or of 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 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 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 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 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 successor in trust, shall release said premises to the party entitled, on receiving his reasonable charge.

Witness the hand... and seal... of the grantor... this 5th day of Aug. A. D. 19 75

Edward T. King (SEAL)
Patricia King (SEAL)
(SEAL)
(SEAL)

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UNOFFICIAL COPY

State of ILLINOIS
County of COOK

1975 AUG 12 AM 11 53

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RECORDED IN COOK COUNTY

5.00

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I, Joyce D. Sherkub
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
EDWARD T. KING AND PATRICIA KING, HIS WIFE

personally known to me to be the same persons whose names 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.

Witness under my hand and Notarial Seal, this 5th
day of August A. D. 1975

Joyce D. Sherkub
Notary Public



5.00

Property of Cook County Clerk's Office

Box No. 246

Trust Deed

EDWARD T. KING AND
PATRICIA KING, HIS WIFE
TO
JOSEPH DEZONNA, TRUSTEE

THIS INSTRUMENT WAS PREPARED BY

L. LAMOTTE Northwest Mutual Bank of Chicago
3000 North Dearborn Street Chicago
Illinois 60641

23154169

END OF RECORDED DOCUMENT