

24456009

This Indenture Witnesseth, That the grantor Leo J. Miller Jr & Caren Miller, his wife of the City of Chicago as the County of Cook and State of Illinois for and in consideration of the sum of Thirteen Thousand Three Hundred One & 76/100's Dollars in hand paid, CONVEY and WARRANT to CAPITOL BANK OF CHICAGO 4801 W. Fullerton of the City of Chicago Cook County of Illinois the following described real estate, to-wit:

Lot 2 in the Huffbert's Fullerton Avenue Highlands #5 being a subdivision in West Half of Southeast Quarter of Section 28, Township 40 North, Range 13 East of the Third Principal Meridian

Property of Capitol Bank of Chicago 24456009

situated in the City of Chicago County of Cook and State of Illinois hereby releasing and waiving all rights in and to said premises by virtue of the Homestead Exemption Laws of the State of Illinois and all right to retain possession of said premises if by 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 Leo J. Miller Jr. & Caren Miller, his wife herein are justly indebted upon their Promissory Note bearing even date herewith, payable to the order of CAPITOL BANK OF CHICAGO, 4801 W. Fullerton, Chicago, Illinois

In the amount of \$13,301.76 with add-on interest of 7% (12.64) with 47 monthly payments of \$277.12 commencing June 25, 1978 and a final payment of \$277.12 on May 25, 1982.

their Promissory Note or 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 default, non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then as in a case 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 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, 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 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 cutting of the legal holder thereof, and the interest thereon, rendering the surplus, 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 such bill or bills in the Court having jurisdiction thereof, to enforce 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 proceedings, 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 the 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 then to insure, or to 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.

Whereas The said note and all expenses accruing under this Trust Deed shall be fully paid, by 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 then, 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 then, their heirs or assigns, upon receiving his reasonable charges therefor.

Witness, The hand and seal of the said grantor, this 12th day of May A.D. 78

Leo J. Miller Jr. (SEAL) Leo J. Miller Jr. Caren Miller (SEAL)

UNOFFICIAL COPY

1978 MAY 19 PM 1 48

RECORDED BY DEPOS
COOK COUNTY CLERK'S OFFICE

PREPARED *Chicago, Illinois*

State of Illinois

ss.

MAY-19-78

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24456009

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10.00

County of Cook

3.

Lorraine A. Nagel,

a Notary _____ in and for said County, in the

State aforesaid, Do Hereby Certify, That

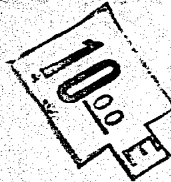
Leo J. Miller Jr. and Caren Miller, his wife

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

Gives under my hand and _____ Notary _____ seal, this

12th day of May

Lorraine A. Nagel



24456009

TRUST DEED

STATUTORY FORM
With Clauses for Reciever and Insurance

Leo J. Miller Jr. &
Karen Miller, his wife

5004 W. Wrightwood
Chicago, Illinois 60639

TO
Capitol Bank of Chicago
4801 W. Fullerton
Chicago, Illinois 60639

Prepared by: M. Needham

MAIL TO:

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

END OF RECORDED DOCUMENT