

# UNOFFICIAL COPY

Property of Cook County

24769011

HIL 4-070

### TRUST DEED AND NOTE

THIS INDENTURE WITNESSETH, that the undersigned as Grantors, of Chicago County of Cook, and State of Illinois for and in consideration of the sum of One Dollar and the good and valuable considerations, in hand paid, convey and warrant to the Grantee, FORT DEARBORN FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation of the United States of America, of the City of Chicago, County of Cook and State of Illinois, the following described Real Estate, with all improvements thereon, situated in the County of Cook, in the State of Illinois, to wit: The South 1/2 of Lot 28 in Block 2 in H.O. Stone and Company's Subdivision of the East 60 Acres of the North 1/2 of the North East 1/4 of Section 25, Township 40 North, Range 12 East of the Third Principal Meridian, (except that part dedicated for Belmont Ave.) in Cook County, Illinois. \*\*\*\*

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 following obligation, to wit:

\$ 4,423.68 Dollars on the December 7 day of 19 78 for value received we promise to pay to the order of FORT DEARBORN FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation of the United States of America, the sum of FOUR THOUSAND FOUR HUNDRED TWENTY THREE AND 68/100ths at the office of the legal holder of this instrument and interest on the balance of principal remaining from time to time unpaid at the rate of 12 per cent per annum, such principal sum and interest to be payable in installments as follows:

NINETY TWO AND 16/100ths Dollars on the 1st day of January, 19 79, and Ninety Two and 16/100ths Dollars on the 1st day of each and every month thereafter until said Note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of Dec., 19 82

all such payments on account of the indebtedness evidenced by this Note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date of payment thereof, at the rate of seven per cent per annum.

GRANTORS agree and covenant to pay said indebtedness and the interest thereon, as herein provided; and to pay all taxes and assessments upon said property when due; to keep the buildings thereon insured to their full insurable value, and to promptly repair or restore, or rebuild any buildings now or hereafter on the property which may become damaged or be destroyed; to pay all prior incumbrances and the interest thereon as the same may become due; and to keep the property tenable and in good repair and free of liens.

IN THE EVENT of failure of Grantors to pay the taxes or assessments, or to so insure or to pay the prior incumbrances or the interest thereon when due, Grantee may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said property, or pay all prior incumbrances and the interest thereon from time to time as such becomes due; and all money so paid, the Grantors 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 agreements or covenants the whole of said indebtedness, including principal and all earned interest shall, at the option of Grantee, without notice, become immediately due and payable, and with interest thereon from the 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 said indebtedness had then matured by express terms.

IT IS AGREED by the Grantors that all expenses or disbursements paid or incurred in behalf of Grantee in connection with the foreclosure hereof - including but not limited to, reasonable attorneys fees, court costs, court reporters fees, publication expenses, title costs - shall be paid by Grantors; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Grantee, as Trustee, or the holder of the indebtedness hereunder may be a party, shall also be paid by the Grantors. All such expenses or disbursements shall be an additional lien upon said premises and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings. The Grantors, for said Grantors, and for the heirs, executors, administrators and assigns of said Grantors, waive all rights to possession of, and income from, said property 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 said Grantors, or to any party claiming under said Grantors, appoint a receiver to take possession or charge of said property with power to collect the rents, issues and profits of said property.

IN THE EVENT of the inability or removal of the Trustee to act, or of its refusal or failure to act, then the acting Recorder of Deeds of Cook County, is hereby appointed to be the successor in this Trust. And when all the aforesaid covenants and agreements are performed, the Trustee, or its successor in trust, shall release the premises to the party entitled thereto on receiving his reasonable charges.

Witness our hands and seals this 7th day of December, A.D. 19 78

(SEAL) Edward B. [Signature] (SEAL)  
(SEAL) Arrene C. [Signature] (SEAL)

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# UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE OF Illinois  
Du Page County

I, J. WILLIAM KOSMACH



a Notary Public, in and for, and residing in said County, in the State aforesaid,  
do hereby certify that EDWARD B. FREITAG AND  
ARLENE C. FREITAG, HIS WIFE

personally known to me to be the same person whose name(s) \_\_\_\_\_  
subscribed to the foregoing Instrument, appeared before me this day in person and  
acknowledged that it 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 December 7  
day of December A.D. 19 78

J. William Kosmach  
Notary Public.

My Commission expires 12-11 19 79

Trust Deed and Note

Prepared by  
J. William Kosmach  
6847 W. Belmont Ave  
Chicago, IL  
TO

DEC 18 1978 PM 1 39  
DEC 18 78 190403 24769011 1978

10<sup>00</sup>

MAIL



MAIL

FIRST DEARBORN FEDERAL SAVINGS & LOAN ASSOC  
6847 WEST BELMONT AVE  
CHICAGO, ILLINOIS 60634

24769011

END OF RECORDED DOCUMENT