

TRUST DEED

NO. 101NW

24964342

This Indenture, WITNESSETH, That the Grantors
HENRY W. HEINE and JUNE L. HEINE, his wife

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Fifty three hundred sixty four and 60/100 Dollars
in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee
of the City of Chicago County of Cook and State of Illinois
and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and 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 21 and the North 8 feet of vacated E. and W. public alley North of and adjoining the North Line of Lots 17 to 20 both inclusive and South of and adjoining the South Line of Lot 21, lying West of the East line of said lot 21 produced 16 feet in Block 21, Pickerdike's 2nd Addition to Irving Park, a subdivision of the West 3/4 of the South half of the North East quarter (except one and twenty-seven one hundredths acres in the SE corner) in Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, commonly known as 3615 N. St. Louis Avenue, Chicago, 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 covenants and agreements herein.

WHEREAS, The Grantors HENRY W. HEINE and JUNE L. HEINE, his wife
justly indebted upon their one principal promissory note bearing even date herewith, payable
NORTHWEST NATIONAL BANK OF CHICAGO,
for the sum of Fifty three hundred sixty four and 60/100 Dollars (\$5364.60)
payable in 52 successive monthly instalments each of \$89.41
instalment which shall be equal to or less than the monthly instalments due
on the note commencing on the 15th day of July 1972 and on the 1st day of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

THE GRANTORS covenant and agree as follows: (1) To pay said indebtedness and the interest thereon, as herein and in said notes provided or according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises and on demand to exhibit receipts therefor; (3) 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; (4) that waste on said premises shall not be committed or suffered; (5) to keep all buildings now or at 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 acceptable to the holder of the first mortgage indebtedness, with loss 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; (6) to pay all prior incumbrances and the interest thereon, at the time or times when the same shall become due and payable.
In the event of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee 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 incumbrances and the interest thereon from time to time; and all money so paid, the grantee or the holder of said indebtedness, shall 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 lender hereof, 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 by 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 hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole 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 grantee 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 proceeding, 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, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 C. MORSE, any like cause said first successor shall or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be named successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 15th day of May A. D. 1972
Henry W. Heine (SEAL)
June L. Heine (SEAL)

24964342

State of Illinois
County of Cook } ss.

I, _____
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
HENRY W. HEINE and JUNE L. HEINE, 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 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 Notarial Seal, this 13th
day of May, A. D. 1979
Lucille J. Vandy
Notary Public.

1979 MAY 17 AM 10 30
MAY-17-79 5 6 3 5 6 9 24964342 4 A - REC 10.00



Doc No. 246

Trust Deed

HENRY W. HEINE and
JUNE L. HEINE, his wife
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
R. De Matte

Northwest National Bank of Chicago
3985 North Milwaukee Avenue
Chicago, Illinois 60641

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