

24 133 594

This Indenture Witnesseth, That the grantor, Seven Nusbaum & Ann E. Nusbaum his wife. of the Village of Deerfield in the County of Lake and State of Illinois for and in consideration of the sum of Thirty One Thousand Nine Hundred Thirty Eight and 00/100's Dollars in hand paid, COMBINED with WARRANT to CAPITOL BANK OF CHICAGO 4801 WEST FULLERTON AVENUE CHGO. ILL. 60639 of the Village of Deerfield County of Lake and State of Illinois the following described real estate, to-wit:

The East 315.19 feet, (as measured along the North line) of that part of the South West quarter of Section 36, Township 43 North, Range 11, East of the 3rd P.M., described as follows: Commencing at a point in the East line of said South West quarter 16.32 chains North of the South East corner thereof, thence North along said East Line 8.25 chains; thence South 88 degrees West 10.04 chains to the East line of Lot 3 in the Plat of the South West quarter of said Section 36, recorded on February 20, 1849 in Book "K" of Deeds, page 35; thence South along said East line of Lot 3 a distance of 8.25 chains; thence Easterly 9.51 chains to the point of beginning (except from said premises that part thereof lying North of the following described line: Beginning at a point on the East line of the South West thereof; thence North westerly along a line making an angle with the last described line of 76 degrees 03 minutes as measured from the West to North, a distance of 129.57 feet; thence South westerly along a line making an angle with the last described line of 148 degrees 22 minutes as measured from South East through North to South West, a distance

situated in the Village Deerfield County of Lake 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 or a breach of any of the covenants or agreements herein contained; in trust nevertheless, for the following purpose:

Whereas, The said Steve Nusbaum & Ann E. Nusbaum 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 WEST FULLERTON AVENUE, CHICAGO ILL. 60639 in the amount of \$31,938.00 including add-on interest at the rate of 5.5 per cent, per annum 10.01 APR with 59 monthly payments of \$532.30 commencing November 15, 1977 and a final payment of \$532.30 on 15.1982

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 waiver, 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, and 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 of this trust, including all moneys advanced for insurance, taxes and other items 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 overplus, 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 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 HE 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 policies of insurance, or to pay taxes on 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.

When The said note and all expenses accruing under this Trust Deed shall be fully paid, the said grantor or his successor or legal representatives shall re-convey all of said premises remaining unacid to the said grantor 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 that of said grantor then CAPITOL BANK OF CHICAGO

of said COOK County is hereby appointed and made successor in trust herein, with like power and authority, as is hereby vested in said grantor. It is agreed that said grantor 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.

Witness, The hand and seal of the said grantor, this 1st day of October A.D. 77

X Steve Nusbaum (SRAL)
X Ann E. Nusbaum (SRAL)

see attach 1 of 2
24 133 594

UNOFFICIAL COPY

of 94.84 feet; thence North Westerly along a line making an angle with the last described line of 149 degrees 52 minutes 10 seconds as measured from North West through North to North East, a distance of 65.27 feet; thence South Westerly along a line making an angle with the last described line of 148 degrees 55 minutes 10 seconds as measured from South East through South to South West a distance of 37.10 feet to a point on the West Line of said East 315.19 feet) all in Lake County, Illinois

272

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UNOFFICIAL COPY

RECORDER OF DEEDS
COOK COUNTY, ILLINOIS

1977 OCT 4 PM 1 45

OCT--4-77 4 5 3 7 3 6 • 24133694 • A — Rec

11.00

State of Illinois } ss.
County of Cook }

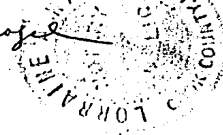
I, Lorraine A. Nagel
A Notary _____ in and for said County, in the

State aforesaid, Do Hereby Certify, That Steven Nusbaum &
Ann E. Nusbaum his wife

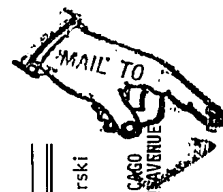
personally known to me to be the same person^s whose name^s Are
subscribed to the foregoing instrument, appeared before me this day in person,
and acknowledged that The y signed, sealed and delivered the said Instrument
as Their free and voluntary act, for the uses and purposes therein set
forth, including the release and waiver of the right of homestead.

Given under my hand and _____ Notary _____ seal, this

1st day of October A. D. 1977

Lorraine A. Nagel


11.00



TRUST DEED
STATUTORY FORM
With Clause for Receiver and Insurance

Steven Nusbaum & Ann E. Nusbaum
218 Portwine Rd.
Deerfield, Illinois
TO

Capitol Bank of Chicago
4801 West Fullerton Avenue

Prepared By: Rosalie L. Piekarski

MAIL TO: CAPITOL BANK OF CHICAGO
4801 WEST FULLERTON AVENUE
CHICAGO, ILLINOIS

Clerk's Office
24133694

END OF RECORDED DOCUMENT