

# UNOFFICIAL COPY

FORM NO. 1023A

24 146 189

This Indenture, Made this 1st day of October A. D. 19 77  
between LEROY E. MARQUARDT

of the Village of Harvey in the County of Cook in the State of Illinois  
party of the first part, and ALBERT H. KRUSEMARK of the Village of  
the Frankfort County of Will, and State of Illinois, as Trustee, party of  
the second part, WITNESSETH:  
THAT WHEREAS, The said LEROY E. MARQUARDT

grantor herein being justly indebted upon ONE principal promissory note bearing even date herewith, payable to the order of Bearer in the principal amount of Thirty-one Thousand Dollars (\$31,000.00) bearing interest at the rate of 6 per cent per annum after date until paid, both principal and interest being payable at the rate of One Hundred Seventy-five Dollars (\$175.00) per month, the first payment to be due on November 1, 1977, and the remaining payments to be due on the 1st day of each month thereafter until the entire principal amount has been paid; the interest to be computed first on the unpaid principal balance from time to time remaining, and the balance of each of said monthly payments to be applied on the principal. With the privilege at any time before maturity of making payments on principal of any amount on any payment date.

This Trust Deed constitutes a purchase money mortgage to be recorded simultaneously with a Warranty Deed executed and delivered this day to the grantor herein conveying the real estate herein described, the sum of money hereby secured being the unpaid balance of the purchase price of the real estate herein described.

The identity of the said principal note hereby secured is evidenced by the certificate thereof of said Trustee.

NOW THEREFORE, the said party of the first part for the purpose of securing the payment of said principal sum of money and said interest, according to the true intent and meaning of said principal note, and of said interest notes, and for the purpose of securing the faithful performance of the covenants and agreements herein contained, and also in consideration of the sum of one dollar (\$1.00) in hand paid, do hereby these presents convey and warrant unto the said party of the second part the following described real estate, with the improvements thereon and the rents, issues and profits thereof, and all lifting, heating, lighting and plumbing apparatus and all other fixtures now, or that may be hereafter, attached to said premises, and everything appurtenant thereto, situated in the County of Will, in the State of Illinois, to-wit:

Lot 29 in Butterfield Creek Subdivision Unit Number 1, being a Subdivision in the West half of the Southwest quarter of Section 23, Township 35 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded December 31, 1954, as Document Number 16111393 and recorded March 7, 1955, as Document Number 16166653, in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

TO HAVE AND TO HOLD the above described premises, with the appurtenances and fixtures unto the said party of the second part, his successors and assigns forever, for the uses and purposes and upon the trusts herein set forth, and for the equal security of said principal and interest without preference or priority by means of priority of time of maturity thereof.

And the said grantor covenants and agrees as follows: To pay said indebtedness and the interest thereon as herein and in said notes provided; to pay prior to the first day of June in each year, all taxes and assessments levied upon said premises; to commit or suffer no waste to said premises, to keep any and all buildings thereon in good repair; to keep all buildings at any time on said premises insured to the full insurable value thereof, against loss by fire and lightning, by policies in companies to be approved by the legal holder of said indebtedness and to deliver to the legal holder of said indebtedness the said insurance policies, with the usual mortgage or trustee clause attached thereto, making all loss, if any, thereunder payable to said Trustee, as interest may appear; to suffer no liens of mechanics or material men or other claims to attach to said premises. And in the event of the failure of said grantor so to pay said taxes and assessments, or to keep said buildings insured as aforesaid, or to keep said premises free from any such liens of mechanics or material men, the holder of said indebtedness may pay such taxes or assessments, or discharge, or purchase any tax lien or title affecting said premises, or may procure such insurance, or settle any lien of any mechanic or material man, or other claims attached to said property, and all moneys so paid and any other moneys disbursed by the legal holder of said indebtedness, to protect the lien hereof with interest thereon at the highest rate for which it is now in such case lawful to contract, from the date of payment, shall be so much additional indebtedness secured hereby, and it shall not be obligatory upon the holder of said indebtedness to inquire into the validity of any such tax liens or titles, taxes or special assessments or sales therefor, or into the validity of any lien of mechanics or material men, or of other claims attaching to said property, in advancing moneys in that behalf as above authorized.

IN THE EVENT OF A BREACH of any of the aforesaid covenants or agreements, on in case of default in the payment of any note secured hereby, or any installment of interest thereon, according to the terms thereof, the whole of said indebtedness shall, at the option of the legal holder thereof, without notice become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, in like manner as if all of said indebtedness had then matured by lapse of time.

IT IS FURTHER AGREED by the grantor that in case a right of foreclosure or other right of procedure, shall arise hereunder, in any of the manners above specified, the legal holder or holders of said principal note or of any part thereof or the said trustee for the benefit of such holder or holders shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as may be necessary; that all reasonable and necessary expenses and disbursements, paid or incurred in behalf of the complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing an

This Instrument was prepared by Albert H. Krusemark, Attorney at Law,  
68 North Chicago Street, Joliet, Illinois 60431.

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abstracts of title showing the whole title to said premises embracing foreclosure decree shall be paid by the grantor; that 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; that such fees, expenses and disbursements shall be an additional lien and charge upon said premises secured by this deed, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, and that such proceedings shall not be dismissed, nor a release hereof given, until all such fees, expenses and disbursements, and the costs of suit have been paid.

The grantor waives all right to the possession of, and income from said premises pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires 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 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, during the pendency of such foreclosure suit; and until the time to redeem the same from any sale thereunder shall expire.

IN THE EVENT of the refusal, resignation or inability of the grantee to act as trustee then the then acting Recorder of Deeds of said County, is hereby appointed to be successor in this trust.

When all the aforesaid covenants and agreements, have been fully performed, the said Trustee shall release said premises to the party entitled to receive the same, on receiving his reasonable charges therefor.

WITNESS the hand and seal of the grantor this 1st day of October A. D. 1977.

*Leroy E. Marquardt*  
\_\_\_\_\_  
(Leroy E. Marquardt)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF ILLINOIS }  
COUNTY OF WILL } ss.

I, Lucille L. Miller

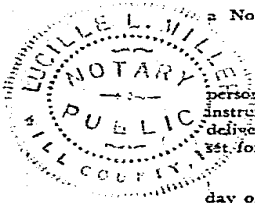
a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that

LEROY E. MARQUARDT

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 1st day of October A. D. 1977.

*Lucille L. Miller*  
\_\_\_\_\_  
Notary Public



(Net to be recorded)

**IMPORTANT** For the protection of both the borrower and lender, the principal note secured by this Trust Deed should be identified by:

Trustee

The principal note mentioned in the within Trust Deed has been identified herewith.

Register No.

Trustee

By

1977 OCT 13 AM 10 53  
001-43-77 458659 24148139-A

10.8

10.00 E

Printed by Recorder for use in Will County

## TRUST DEED

LEROY E. MARQUARDT

TO

ALBERT H. KRUSEMARK

Trustee

Trust No.

Loan No.

\$ 31,000.00 years at 6 %

Date October 1 19 77



Mail to:  
Albert H. Krusemark  
68 N. Chicago St.  
Joliet, ILLINOIS 61781

END OF RECORDED DOCUMENT