

# UNOFFICIAL COPY

TRUST DEED 24 181 445

THIS INDENTURE, Witnesseth, that the following named Grantors, John R. Murphy and Susan M. Murphy, his wife for and in consideration of the sum of Fifty Thousand Five Hundred and 00/100 Dollars in hand paid, CONVEYS AND WARRANTS to Kenneth J. Keating, Trustee

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 Countryside County of Cook and State of Illinois, to-wit: See legal description attached.

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 aforesaid Grantor, being justly indebted upon a promissory note bearing even date herewith payable to the order of Westchester Trust and Savings Bank, Westchester, Illinois in the amount of Fifty Thousand Five Hundred and 00/100 payable with interest thereon at the rate of 8 3/4 per cent per annum from October 7, 1977 until maturity, payable March 31, 1978 and with interest after maturity until paid at the rate of 8 3/4 per cent per annum. This Trust Deed is subject and subordinate to a prior lien to Unity Savings Association, a corporation of Illinois.

THE GRANTOR covenants and agrees 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 to 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 grantor 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, and secondly, to the Trustee herein as their interests may appear, 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 such 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 grantor agrees 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 covenants or agreements the whole of said indebtedness, including principal and all earned interest shall, at the option of the legal holder thereof, without notice, 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 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, the foreclosure hereof including reasonable solicitor's fees, cost of procuring abstract showing the whole title of said premises embracing foreclosure decrees 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 waive 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 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

grantee, or of his refusal or failure to act, then Joseph M. Connelly of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second 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 7th day of October A.D. 1977

The Principal Note mentioned in the within Trust Deed has been identified Herewith under Identification No. 222-A

Kenneth J. Keating Trustee

John R. Murphy (SEAL) Susan M. Murphy (SEAL)

THIS INSTRUMENT PREPARED BY: KENNETH J. KEATING WESTCHESTER TRUST AND SAVINGS BANK 10500 N. CERRAHO ROAD WESTCHESTER, IL 60153

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Property of Cook County Clerk

UNIT NO. 102 AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

THAT PART OF THE NORTH 623.32 FEET OF THE SOUTH 1142.75 FEET OF THE EAST 519.32 FEET OF THE NORTH EAST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF SAID NORTH 623.32 FEET OF THE SOUTH 1142.75 FEET OF THE EAST 519.32 FEET OF THE NORTH EAST QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID NORTH 623.32 FEET OF THE SOUTH 1142.75 FEET OF THE NORTH EAST QUARTER 519.32 FEET TO THE NORTH WEST CORNER OF SAID NORTH 623.32 FEET OF THE SOUTH 1142.75 FEET OF THE EAST 519.32 FEET OF SAID NORTH EAST QUARTER; THENCE SOUTH 335.75 FEET ALONG THE WEST LINE OF THE EAST 519.32 FEET OF SAID NORTH EAST QUARTER; THENCE EAST 113.29 FEET PARALLEL WITH THE SOUTH LINE OF SAID NORTH EAST QUARTER; THENCE SOUTH 45.31 FEET PARALLEL WITH THE EAST LINE OF SAID NORTH EAST QUARTER TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN; THENCE CONTINUING SOUTH ALONG THE LAST DESCRIBED LINE 229.97 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 72.17 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 229.97 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 72.17 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY THE O'HARE INTERNATIONAL BANK, A NATIONAL BANKING ASSOCIATION, IN CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 28, 1969 AND KNOWN AS TRUST NUMBER 691107 RECORDED IN THE OFFICE OF RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22352327 TOGETHER WITH AN UNDIVIDED 1.7029 PERCENT INTEREST IN SAID PARCEL (EXCEPT FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS

24 181 445

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS DECLARED IN THE DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS FOR THE COUNTRY CLUB CONDOMINIUM APARTMENT RECREATION ASSOCIATION MADE BY O'HARE INTERNATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 28, 1969 AS TRUST NO. 691107, DATED MAY 25, 1973 AND RECORDED JUNE 7, 1973 AS DOCUMENT 22352327 AND AS CREATED BY DEED FROM O'HARE INTERNATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 28, 1974 AND KNOWN AS TRUST NUMBER 691107 TO RICHARD JOHN MURPHY AND SUSAN M. JOHNSON DATED AUGUST 23, 1974 AND RECORDED SEPTEMBER 16, 1974 AS DOCUMENT 22848797 FOR INGRESS ALL IN COOK COUNTY, ILLINOIS

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State of Illinois }  
County of Cook } ss.

I, JOHN M. ALLEN

a Notary Public in and for said County, in the State aforesaid, do hereby Certify that  
John R. Murphy and Susan M. Murphy, his wife



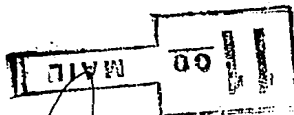
personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the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

Done under my hand and Notarial Seal, this 7  
day of October A. D. 19 77

John M. Allen  
Notary Public.

24181445

Property of Cook County Clerk's Office



WESTCHESTER TRUST AND SAVINGS BANK  
10500 WEST CERMAK ROAD  
WESTCHESTER, ILLINOIS 60153

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NOTARY PUBLIC  
COOK COUNTY ILLINOIS

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