

This Indenture Witnesseth,

24 301. 315

Jerze Fiedler & Elizabeth Fiedler, his wife
City of Des Plaines Cook Illinois
Six Thousand Sixty Five & 28/100's
Capitol Bank of Chicago
4801 W. Fullerton
Cook Illinois

The East 32.57 ft of Lot 102 in West Oaks Subdivision, Unit #1
being a Subdivision of Section 15, Township 41 North, Range 12
East of the Third Principle Meridian.

City Des Plaines Cook Illinois
herely 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 purposes:
Whereas, The said Jerze Fiedler & Elizabeth, his wife
are Justly indebted upon their Promissory Note, bearing even date herewith, payable to the order of

Capitol Bank of Chicago, 4801 W. Fullerton, Chicago, Ill. 60639
In the amount of \$6065.28 including add-on rate at the rate of 7%
(12.87) per annum, with 35 monthly payments of \$168.48 and a final
payment of \$168.48 on January 25, 1981.

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 waste, 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 case 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 enter into and upon and take possession of the premises hereby granted, or
any part thereof, and to collect and receive all rents, issues and profits thereof; 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 such suit, all costs of advertising, sale and conveyance, including 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 liens 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 in
advance of the legal holder thereof, and all interest due thereon, rendering the overplus, if any, unto the said party of the first part, or legal
representative, as or assignee, 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 receivers, 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 as 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.

Subject 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 unsold to the said grantor, or their heirs or assigns, upon receiving
his reasonable charges therefor. In case of the death, resignation, or 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 receivers, and such other power in the premises as to said Court shall seem proper.

Witness, The hand and seal of the said grantor, this 21st day of January, A. D. 1978
Jerze Fiedler (SEAL)
Elizabeth Fiedler (SEAL)

24 301. 315

COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

1979 JAN 26 AM 9 34

RECORDS OF DEEDS
COOK COUNTY ILLINOIS

JAN-26-78 515841 24301315 A Rec

10.00

State of Illinois
County of Cook } ss.

J. Lorraine A. Nagel

A Notary _____ in and for said County, in the

State aforesaid, Do Hereby Certify, That _____

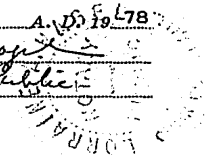
Jerzy Fiedler & Elizabeth Fiedler, his wife

personally known to me to be the same person^s whose name^s
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.

Given under my hand and _____ Notary _____ seal, this

21st day of January A.D. 1978

Lorraine A. Nagel
Notary Public



Property of Cook County Clerk's Office

24301315



TRUST DEED

STATUTORY FORM
With Clause for Receiver and Insurance

Jerzy Fiedler and
Elizabeth Fiedler, his wife

9117 West Oaks
Des Plaines, Illinois

TO

CAPITOL BANK OF CHICAGO

4801 W. Fullerton
Chicago, Illinois 60639

Prepared by: M. Needham

MAIL TO:

CAPITOL BANK OF CHICAGO
4801 W. Fullerton
Chicago, Illinois 60639



END OF RECORDED DOCUMENT