

Form 748-R - TRUST DEED

25687633

Perfection Legal Forms & Printing Co., Rockford, Ill.

THIS INDENTURE WITNESSETH, That the grantor...s Michael J. Burke & Jane L. Burke of Oak Lawn, Illinois for and in consideration of the sum of (\$ 3,500.00 ) Dollars, in hand paid, receipt of which is hereby acknowledged, conveyed and warranted to Illinois State Police Federal Credit Union, Trustee, of Michael J. Burke & Jane L. Burke (and in case of the death, disability of said Trustee from said state or his inability or refusal to act, then unto Illinois State Police Federal Credit Union of Springfield, Illinois, as successor in trust, with like powers, duties and authorities, are hereby vested in said Trustee), the following described lands and premises situated in the County of Cook and State of Illinois to wit:

Lot 47 in Kezaric and Hanson's Glen Oak Addition, a resubdivision of part of Lots 1,2, and North 1/2 of Lot 3 in McKay's subdivision of part of the north 1/2 of section 4, township 37 north, range 3 east of the third principal meridian, in Cook County, Illinois

together with all the improvements and fixtures now or hereafter to be placed thereon or attached thereto and all rents, issues and profits thereof, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and all other laws and ordinances to hold each, every and all of the same in fee simple, in trust nevertheless for the purpose of securing the performance of the covenants and agreements herein contained.

WHEREAS, the said Michael J. Burke & Jane L. Burke grantor...s justly indebted upon one promissory note... bearing even date herewith, payable to the order of Bearer and delivered said principal note... being for the sum of

Three thousand five hundred dollars and no/100----- \$3,500.00

and payable in monthly installments of: Ninety two dollars and 15/100----- \$ 92.15

after the date thereof, with interest thereon until maturity at the rate of 12.00 per centum per annum, payable on the 29th day of November... and of twelve (12) in each year, all said installments of interest, until the maturity of said principal sum, are further evidenced by interest notes or coupons of even date herewith; all of said principal and interest notes bear interest after maturity at the highest rate for which it is now in such case lawful to contract, and all of said principal and interest payments being payable in lawful money of the United States of America at

NOW THEREFORE, in consideration of the premises, the grantor... hereby covenant... and agree... to pay promptly said indebtedness and interest thereon as in said note... provided, or according to any agreement or agreements extending or changing the time of payment thereof... to pay in full and assessed levies upon said premises prior to the time that penalty will attach in each year and to deposit the receipts therefor with said Trustee; to permit or suffer no claim for lien for labor or materials furnished or to be furnished upon said premises... to be paid against the same, and no nuisance or waste to or upon said premises; to deposit immediately with said Trustee, for the holder of said note... and the purchaser of said premises after a foreclosure sale thereof, a merchantable abstract of title to said real estate showing the title thereof from the Government to and including the date of the record of this conveyance or guaranty policy, to pay promptly at or before maturity hereof, all claims or demands that are or may become a lien, claim or cloud upon the title to said premises; to keep all buildings thereon in repair and insured for the full insurable value thereof in companies to be approved by said Trustee against loss or damage by fire, lightning, tornado, wind storms and all other perils of fire and theft, and to pay the cost of such insurance; to execute and deliver to said Trustee, or in case of foreclosure the owner of the certificate of sale, and deposit said policies with said Trustee, and in case of loss said Trustee (or in case of foreclosure the owner of the certificate of sale) is hereby authorized to adjust, compromise and collect in his discretion all loss and claim for loss under any and all of such policies; to deliver to said Trustee, properly signed, all receipts, vouchers and releases which may be requested by said Trustee or such insurance company, to be executed by an owner. In the event of the failure so to insure or pay taxes or assessments, or to furnish such abstracts or guaranty policy or to pay all such further claims as aforesaid, then the owner or holder of the note... or any of them, secured by this conveyance may at his option order and pay for all or any of the same and all money so paid the grantor... hereby expressly agree... to repay immediately without demand and the same with interest from such dates of payment at 7 per cent per annum shall be an additional indebtedness secured hereby.

IT IS FURTHER COVENANTED AND AGREED by said grantor... that, in case of a breach of any of the covenants or agreements herein contained, the whole of said indebtedness, including principal and interest up to the time of such breach, and any sums of money disbursed as aforesaid shall, at the option of the legal holder of said note... or of any of them at once, without notice, become due and payable and the same with interest thereon at 7 per cent per annum from the time of such breach shall be recoverable by suit at law or by foreclosure hereof or both in like manner as if said indebtedness had matured by lapse of time, and that upon such breach a receiver may be appointed and it shall be lawful for said Trustee or for said Receiver to enter into and upon and to take possession of said premises and to let the same and to collect and receive all rents, issues and profits thereof; and said grantor... hereby assign... to said Trustee all the rents, issues and profits thereof and out of such rents and profits said Trustee or said Receiver shall pay first the costs of collection thereof and all attorneys' fees paid or incurred in obtaining such possession, the cost of keeping said premises in good repair and fully insured, all taxes and assessments against the same and then to apply the balance in his hands, in payment or reduction of the indebtedness secured thereby, or on account of any deficiency that may exist after sale in the foreclosure, and the grantor... waive... all right to the income from said premises pending such suit and until the period of redemption from any sale hereunder expires and agree... that said Receiver may be appointed as a matter of right upon the filing of a bill to foreclose, without regard to the adequacy of the security, the solvency of the grantor... herein, or whether said premises are used as a homestead or not, and that whenever application is made for a Receiver under any provision of this deed, no bond shall be required of such applicant, and that the giving of any bond or security and notice of such application is hereby expressly waived.

IT IS FURTHER COVENANTED AND AGREED that said grantor... shall pay all costs and expenses paid or incurred by said grantee or by the holder or holders of said note... including all reasonable attorneys' and solicitors' fees, appearance fees, all outlays for documentary evidence, taxed costs, stenographer's charges, cost of procuring or completing an abstract of title showing the title to said real estate down to and including the decree to be entered in any foreclosure suit or the cost of procuring a title guaranty policy in the name of the purchaser at any foreclosure sale to be had hereunder, in any suit in which the grantee herein or the holder or holders of the indebtedness secured hereby shall be plaintiff or defendant by reason of being a party to this trust deed or holder of said note... and that all such expenses shall be a lien upon the real estate aforesaid and shall be included in any decree ordering the sale of said premises and, in the above order shall be taken out of the proceeds of any such sale or sales thereof and the remainder thereof, if any, shall be paid to said grantor... or assignee upon reasonable request therefor.

WHEN ALL THE AFORESAID COVENANTS AND AGREEMENTS ARE PERFORMED said premises shall be released to the party entitled to such release upon payment of reasonable charges therefor.

IN THE EVENT of the death, inability, removal or absence from said Cook County of the trustee, or of his refusal or inability to act, the Recorder of Deeds of said County, is hereby appointed to be the first successor in this trust; and in the event the 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 the second successor in this trust. And when all the aforesaid covenants and agreements are performed, the trustee, or his successor in trust, shall release said premises to the party entitled thereto on receiving reasonable charges.

WITNESS my hand and seal of the grantor... this 29th day of October A.D. 19 20  
Michael J. Burke (SEAL)  
Jane L. Burke (SEAL)

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UNOFFICIAL COPY

State of Illinois }  
County of Macoupin } ss.

hereby certify that Michael J. Pude and Jane K. Pude the undersigned, a Notary Public in and for said County, in the State aforesaid, do  
known to me to be the same person, whose name s 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 a 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 24th day of October, A.D. 1980; and I hereby further  
certify that upon this date I am duly commissioned and authorized by the laws of said state to take acknowledgments of deeds.  
Alvin L. Smith  
Notary Public.

The signature of the undersigned is endorsed upon the margin  
of all notes secured hereby for the purpose of identification.

Property of Cook County Clerk's Office

1980 DEC 2 AM 9 12

DEC-2 -80 376209 25687633 -- REC 10.00

10<sup>00</sup> E

No. \_\_\_\_\_  
**TRUST DEED**  
TO \_\_\_\_\_  
STATE OF \_\_\_\_\_; No. \_\_\_\_\_ County \_\_\_\_\_  
This instrument was filed for record in the Recorder's  
office of \_\_\_\_\_ County aforesaid, on the  
\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in Book  
\_\_\_\_\_ of \_\_\_\_\_  
RECORDED.



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END OF RECORDED DOCUMENT