

UNOFFICIAL COPY

This Indenture Witnesseth, That the grantor _____ Robert M. & Lorretta P. Macko _____

26412725

of the City of Chicago _____ in the County of Cook _____ and State of Illinois _____
for and in consideration of the sum of Seven Thousand Five Hundred Four Dollars & 20/100's Dollars
in hand paid, CONVEY and WARRANT to CAPITOL BANK & TRUST OF CHICAGO, 4801 W. Fullerton Avenue, of the City of Chicago County
Cook _____ and State of Illinois _____ the following described real estate, to-wit:

Lot 5 and the East 8 feet of Lot 6 in Block 6 in Edward F. Kennedy's
resurvey of the East half of South East quarter of Section 28,
Township 40 North, Range 13, East of the third Principal Meridian,
in Cook County, Illinois.

Address known as: 4911 W. Schubert

RECORDED IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS, ON THIS 21ST DAY OF NOVEMBER, 1982, AT PAGE 212, LINE 10, IN BOOK 221, PAGE 212, LINE 10.
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situated in the City of Chicago _____ County of Cook _____ 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 breach of any of the covenants or agreements herein contained; in trust nevertheless, for the following purposes:

Whereas, The said Robert M. Macko & Lorretta P. Macko _____ Grantor
herein are justly indebted upon their Promissory Note bearing even date herewith, payable to the order of

CAPITOL BANK & TRUST OF CHICAGO, 4801 W. Fullerton Avenue, Chicago, Illinois
In the amount of \$7504.20 with 10% add-on (17.30 A.R.) with 59 monthly payments
of \$125.07 commencing December 5, 1982 and a final payment of \$125.07 on
November 5, 1987.

Meths, 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 in a breach of any of the covenants or agreements herein contained, then in such cases the whole or said principal sum and interest, secured by the said their Promissory Note, shall thereupon, at the option of the legal holder or holder of record, immediately become due and payable; and in the application of the right holder of said Promissory Note, or either of them, it shall be lawful for the said holder, or either of them, to sue in law, or other proper court, and to take and recover possession of the premises hereinabove described, 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 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 that trust, and reasonable Doleys attorney's and solicitor's fees, and also all other expenses of that trust, including all money 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 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 a Receiver, 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 powers in the premises as to said Court shall seem proper.

And said first party hereby agrees, to be liable, in due season, pay all taxes and assessments on said premises, and will keep all buildings that are of any time, and said premises, during the continuance of said indebtedness, in such repair and condition as to be worth an amount (not exceeding the amount of said indebtedness), as said second party, or the holder of said note, sees fit 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 amounts so 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.

Upon 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 recover all of said premises remaining unpaid to the said grantor or AAR LITE! Heirs or assigns, upon receiving his reasonable charge therefor. In case of the death, resignation, removal from said COOK County, or other inability to act of said grantor, then the CAPITOL BANK & TRUST OF CHICAGO

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 8th day of November A.D. 82

Robert M. Macko (SEAL)
ROBERT M. MACKO
Lorretta P. Macko (SEAL)
Lorretta P. Macko

UNOFFICIAL COPY

STATE OF ILLINOIS
COOK COUNTY, ILLINOIS, on the 16th day of November, A.D. 1982, in the County of Cook, State of Illinois, between ROBERT M. MACKO & LORETTA P. MACKO, husband and wife, on the one part, and CAPITOL BANK & TRUST COMPANY, on the other part, whose address is 4801 W. FULLERTON AVENUE, CHICAGO, ILLINOIS, 60639, did make and execute the following instrument, which is acknowledged to be a true copy of the original instrument, and is recorded in the office of the Clerk of the Circuit Court of Cook County, Illinois, in the name of Robert M. Macko & Loretta P. Macko.

State of Illinois }
County of Cook }
3. Lorraine A. Negele

Notary Public in and for said County, in the
State aforesaid, Do hereby certify, That
Robert M. Macko & Loretta P. Macko

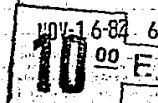
personally known to me to be the same persons whose names
subscribed to the foregoing instrument, appeared before me this day in person,
and acknowledged that they signed, sealed and delivered the said instrument
as their free and voluntary act, for the uses and purposes therein set
forth, including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

Given under my hand and Notary seal, this
8th day of November A.D. 19 82.

Lorraine A. Negele
NOTARY PUBLIC IN THE STATE OF ILLINOIS
MY COMMISSION EXPIRES MAY 1983
ISSUED THRU ILLINOIS NOTARY ASSOCIATION

NOV 16 AM 10 37 1982
COURT CLERK REC'D

10.00



MAIL TO:
CAPITOL BANK AND TRUST COMPANY
4801 W. FULLERTON AVENUE
CHICAGO, ILLINOIS, 60639

TRUST DEED

STATUTORY FORM
With Clause for Release and Insurance

Robert M. Macko	Loretta P. Macko
4911 W. Schubert Chicago, Illinois 60639	

TO

CAPITOL BANK & TRUST OF CHICAGO

4801 W. Fullerton Avenue
Chicago, Illinois
60639

Prepared by: H. Needham

END OF RECORDED DOCUMENT

26412725

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