

26439610

This Indenture Witnesseth, That the grantor Thomas D. McCormick and Lorraine L. McCormick

of the City of Brookfield in the County of Cook and State of Illinois for and in consideration of the sum of Sixteen Thousand and 00/100's (\$16,000.00) Dollars in hand paid, CONVEY and WARRANT to Capitol Bank and Trust of Chicago 4801 West Fullerton Avenue of the City of Chicago County of Cook and State of Illinois the following described real estate, to-wit:

Lots Four (4) and Five (5) and the West Half of Lot Three (3) in Block One (1) in West Grossdale, a Subdivision of the West Half of the West Half of Section Three (3), Township Thirty-eight (38) North, Range Twelve (12), East of the Third Principal Meridian.

situated in the City of Brookfield 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 a breach of any of the covenants or agreements herein contained; in trust nevertheless, for the following purposes:

Whereas, The said Thomas D. McCormick and Lorraine L. McCormick Grantor herein are their justly indebted upon Promissory Note bearing even date herewith, payable to the order of the principal sum of \$16,000.00 plus interest payable in monthly payments of \$150.00 principal plus interest beginning January 15, 1983. Note is on Demand basis.

Notes, 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 cases the whole of said principal sum and interest, secured by the said their Promissory Note shall thereupon, at the option of the legal holder of said Note, or either of them, it shall be lawful for the said grantee, or his successor in trust, to either 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 cost 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 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. 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 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.

When The said note and all expenses accruing under this Trust Deed shall be fully paid, the said grantee or his successor or legal representatives shall re-convey all of said premises remaining unencumbered to the said grantor or his heirs or assigns, upon receiving his reasonable charges therefor. In case of the death, resignation, removal from said Cook County, or other inability to act of said grantee then Capitol Bank and Trust of Chicago of said is hereby appointed and made successor in trust herein, with like power and authority, as is hereby vested in said grantee. It is agreed that said grantor shall pay all costs and attorney's fees incurred or paid by said grantee 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 4th day of December 1982 A.D.

Thomas D. McCormick (SEAL) Lorraine L. McCormick (SEAL)

THIS DOCUMENT PREPARED BY FLORIAN J. BARBI, VICE PRESIDENT, CAPITOL BANK & TRUST OF CHICAGO, 4801 W. FULLERTON, CHICAGO, ILL. 60639

26439610

UNOFFICIAL COPY

State of Illinois }
County of Cook } ss. J. Lorraine A. Nagel

_____ in and for said County, in the
State aforesaid, Do Hereby Certify, That Thomas D. McCormick and
Lorraine L. McCormick

personally known to me to be the same persons whose name s _____
subscribed to the foregoing instrument, appeared before me this day in person,
and acknowledged that the 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
4th day of December A. D. 1982

Lorraine A. Nagel
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES _____
ISSUED THRU ILLINOIS NOTARY PUBLIC COOK COUNTY

1982 DEC 15 AM 10:01

BEC-15-82 666907 26439610 - 100 10.00



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TRUST DEED
STATUTORY FORM
With Clause for Receiver and Insurance

Lorraine L. & Thomas D. McCormick
9411 Burlington
Brookfield, Ill. 60513

TO

Capitol Bank & Trust of Chicago
4801 W. Fullerton Ave.
Chicago, Ill. 60639

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END OF RECORDED DOCUMENT