

26918991

**TRUST DEED/MORTGAGE**

THIS INDENTURE WITNESSETH that Gerald D. Hosier, divorced and not remarried (hereinafter called the Grantor), of 1780 Ridge Avenue, Highland Park, Lake County, Illinois for and in consideration of the sum of ten dollars (\$10.00) in hand paid, CONVEY AND WARRANT to Cooper Industries, Inc., an Ohio Corporation, located in Houston, Texas as Trustee, and to its successors in trust, the following described real estate with the improvements thereon, including everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to wit:

THE EAST 100 FEET OF LOT 1 AND ALL OF LOTS 2 TO 4 INCLUSIVE IN COLLINS SUBDIVISION OF LOTS 3 AND 4 IN BLOCK 26 IN THE SCHOOL SECTION, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; AND ALL OF LOTS 5 TO 8 INCLUSIVE IN COLLINS SUBDIVISION OF LOTS 3 AND 4 IN BLOCK 26 IN THE SCHOOL SECTION, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

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 Grantor is justly indebted to the Trustee in principal sum of Three Hundred Thousand Dollars (\$300,000.00) which indebtedness is evidenced by the Grantor's note dated December 22, 1983, payable on August 1, 1984.

THE GRANTOR covenants and agrees as follows:

1. To pay said indebtedness as provided in said note, or according to any agreement extending time of payment.
2. To pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor;
3. To not commit or cause to be suffered a waste to said premises;
4. To keep all buildings, now or at any time placed on said premises, insured with a loss clause attached payable first to the Trustee herein, which policies shall be left and remain with the said Trustee until the indebtedness is fully paid;
5. To pay all incumbrances and the interest thereon from time to time due and owing.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness 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 ten percent 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.

Property of Clerk's Office  
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IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof — including reasonable attorneys' fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree — shall be paid by the Grantor and the like expenses and disbursements, occasioned by any 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 release hereof given, until all such expenses and disbursements, and the costs of suit, including attorneys' fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice of the Grantor, or to any party claiming under the 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.

The name of a record owner of the property is: Gerald D. Hosier. When all of 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.

This trust deed is subject to conditions, covenants and restrictions of record, and general real estate taxes for the year 1981 and subsequent years.

Witness the hand and seal of the Grantor this 22nd day of December, 1983.

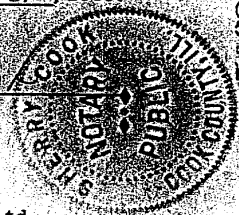
*Gerald D. Hosier*  
GERALD D. HOSIER

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

I, Sherry Cook, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gerald D. Hosier 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 this instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Give under my hand and official seal this 22<sup>nd</sup> day of December, 1983.

*Sherry Cook*  
NOTARY PUBLIC



Commission Expires Jan. 12, 1987

This Document Prepared By:

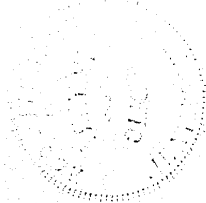
William L. Niro  
Hosier, Niro & Daleiden, Ltd.  
208 South LaSalle, Suite 1020  
Chicago, Illinois 60604

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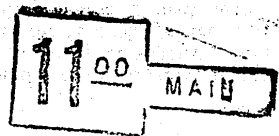


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MAIL TO:  
WILLIAM C. NIRO  
SUITE 1020  
203 S. LaSalle St.  
CHICAGO, IL 60604



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City of Cook County Clerk's Office

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