

UNOFFICIAL COPY

26019789

This Indenture Witnesseth, That the grantor American National Bank under Trust No. 40358

of the City of Chicago in the County of Cook and State of Illinois

for and in consideration of the sum of Sixteen Thousand Five Hundred Forty-Four and 16/100 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:

The East 24 feet of Lot 455 and all of Lot 456 in William H. Britigan's Budlong Woods Golf Club Addition #2 in Section 12, Township 40 North, Range 13 East of the Third Principal Meridian

situated in the City of Chicago County of Cook and State of Illinois
Illinois

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of

and all right to re-take 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 American National Bank under Trust No. 40358 Grantor
herein is justly indebted upon its Promissory Note, bearing even date herewith, payable to the order of
Capitol Bank and Trust of Chicago the sum of \$16,544.16 in 36 monthly
payments of \$459.56 beginning October 5, 1961.

The terms and conditions contained in this instrument to the contrary notwithstanding, this instrument is subject to the provisions of the Trustee's Exemption filed attached hereto and made a part hereof.

Now, If default be made in the payment of the said its 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 its Promissory Note, shall thereupon, at the option of the legal holder of said Promissory Note, 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 grantee, or his successor in trust, to either enter 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, his 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 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, or his 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 unsold to the said grantor or Cook County, 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

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 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 _____ day of _____ A.D.

X _____ (SEAL)
X _____ (SEAL)

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The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of this Title.

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.



26019759

American National Bank and Trust Company of Chicago
as Trustee, as aforesaid, and not personally.

By _____ VICE PRESIDENT
Attest _____ ASSISTANT SECRETARY

STATE OF ILLINOIS }
COUNTY OF COOK }

I, ADELA BARRON

J. Michael Whelan, Notary Public in and for said County, in the State aforesaid.

DO HEREBY CERTIFY, that Vice-President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and P. JOHANSEN Assistant Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument in his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 19____

My commission expires _____, September 21, 1932

My commission expires _____

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____

Trustee

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1981 OCT 6 AM 9 55
RECORDED
COOK COUNTY ILLINOIS

RECORDED

State of Illinois

ss.

County of Cook

OCT 6 1981 5 36314
JIM RONAS

26019789

A -- REC

11.00

A Notary

in and for said County, in the

State aforesaid, Do Hereby Certify, That

American National Bank under Trust #40358

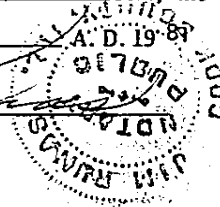
personally known to me to be the same person whose name _____
subscribed to the foregoing instrument, appeared before me this day in person,
and acknowledged that they signed, sealed and delivered the said instrument
as _____ free and voluntary act, for the uses and purposes therein set
forth, including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

Given under my hand and _____ Notary

seal, this

September 24, day of September

A. D. 1981



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TRUST DEED

STATUTORY FORM
With Clause for Receiver and Insurance

Peter & Toula Sarantis
9217 N. Harlem

Morton Grove, Illinois 60055

TO

CAPITOL BANK OF CHICAGO

Prepared by: Geri West



MAIL TO

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

END OF RECORDED DOCUMENT