

UNOFFICIAL COPY

26171566

This Judgment shall be in effect, That the grantor
John L. Donnelly and Constance L. Donnelly, his wife
City of Chicago Cook Illinois

of the _____ in the County of _____ and State of _____
for and in consideration of the sum of One Hundred Twenty Five Thousand and 00/100 Dollars
in hand paid, CONVEY and WARRANT to CAPITOL BANK AND TRUST OF CHICAGO
4801 W. Fullerton Ave., of the City of Chicago County
Cook Illinois

of _____ and State of _____ the following described real estate, to-wit:
Unit No. 40B in Casa Bonita Condominium as delineated on survey of Lot 6
(except the East 7 feet thereof taken for widening of Ridge Avenue and
except the South 70 feet thereof measured on the West line) in the County
Clerk's Division of part of the South West fractional 1/4 of Fractional
Section 30 North of the Indian Boundary line in Township 41 North, Range
14 East of the Third Principal Meridian in Cook County, Illinois Lot A
(except the South 70 feet thereof) in Ridge Heights, a Subdivision of Lot
7 (except the West 541 feet thereof) in County Clerk's Division of Part
of the South West fractional 1/4 of Section 30, Township 41 North, Range 14
East of the Third Principal Meridian, in Cook County, Illinois (hereafter
referred to as parcel, which survey is attached as Exhibit (A) to
declaration of condominium made by American National Bank and Trust Company as
Trustee under Trust No. 32653 and recorded in the office of the Recorder of Deeds of
Cook County, Illinois as document No. 22814877 together with an undivided 1,4333 per
cent interest in said parcel (excepting from said parcel all the property and space
comprising all the units thereof as defined and set forth in said declaration and
survey, in Cook County, Illinois.

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 of any of the covenants or agreements herein contained;
in trust nevertheless, for the following purposes:

Whereas, The said John L. Donnelly and Constance L. Donnelly, his wife Grantor
are their Promissory Note herein justly indebted upon their Promissory Note, bearing even date herewith, payable to the order of _____

CAPITOL BANK AND TRUST OF CHICAGO, 4801 W. Fullerton Ave., Chicago, Illinois 60639.

The principal amount of \$125,000.00 plus accrued interest from 2-4-82 and
renewals thereof.

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 or holders
thereof, 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 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 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, 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 CAPITOL BANK AND TRUST OF CHICAGO 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 receiver, 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
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.

The said note and all expenses accruing under this Trust Deed shall be fully paid, by the said grantee or his successor or legal
representatives shall re-convey all of said premises remaining unsold to the said grantor or their 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 Cook County 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 February A.D. 82

John L. Donnelly (SEAL)
Constance L. Donnelly (SEAL)

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State of Illinois }
County of Cook } ss. Sheldon Bernstein, A Notary

_____ in and for said County, in the
State aforesaid, Do Hereby Certify, That John L. Donnelly and
Constance L. Donnelly

personally known to me to be the same person^s whose name^s are _____
subscribed to the foregoing instrument, appeared before me this day in person,
and acknowledged that he^y 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 February A. D. 19 82

Sheldon Bernstein
NOTARY PUBLIC

NOTARY PUBLIC
MY COMMISSION EXPIRES FEBRUARY 1983
ISSUED THRU ILLINOIS NOTARY ASSOC

1982 MAR 15 AM 11:29
COOK COUNTY ILLINOIS

RECORDER

MAR-15-82 6 01 294 26171566 A - REC 10.00

10⁰⁰ E

MAIL TO
COOK COUNTY

TRUST DEED

STATUTORY FORM
With Clause for Receiver and Insurance

JOHN L. DONNELLY

CONSTANCE L. DONNELLY
TO

CAPITOL BANK AND TRUST OF CHICAGO

4801 W. Fullerton Ave.
Chicago, Illinois 60639

Prepared by: Marge Campanella

MAIL TO:

CAPITOL BANK AND TRUST OF CHICAGO
4801 W. Fullerton Ave.
Chicago, Illinois 60639

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END OF RECORDED DOCUMENT