

UNOFFICIAL COPY

26194859

This Indenture Witnesseth, That the grantor ROBERT E. CARSON

of the City of Chicago in the County of Cook and State of Illinois
for and in consideration of the sum of Sixteen 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
of COOK and State of ILLINOIS the following described real estate, to-wit:

Lots 14 and 15 in Block 5 in Baxter's Subdivision of Irving Park
being 20 acres of the East end of the South half of the South
West quarter of Section 15, Township 40 North, Range 13, East
of the Third Principal Meridian, in Cook County, Illinois.

located 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 a breach of any of the covenants or agreements herein contained;

in trust nevertheless, for the following purposes:

Hereby, The said ROBERT E. CARSON Grantor

herein IS justly indebted upon HIS Promissory Note, bearing even date herewith, payable to the order of

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

The Principal amount of \$16,000.00 plus accrued interest from date of Note.

Now, If default be made in the payment of the said HIS 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 HIS Promissory Note, shall thereupon, at the option of the legal holder or holder

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 enter 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, HIS heirs, executors, administrators and assigns, to obtain an

order 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, 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 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 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.

Then The said note and all expenses accruing under this Trust Deed shall be fully paid, for said grantee or his successor or legal

representatives shall re-convey all of said premises remaining unsold 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 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 5th day of April 82 A.D.

Robert Carson (SEAL)

X (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 ROBERT E. CARSON

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 the said 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.

Given under my hand and _____ NOTARY seal, this
5th day of April _____ A. D. 19 82

Sheldon Bernstein
NOTARY PUBLIC
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES APRIL 13 1982
ISSUED THROUGH ILLINOIS NOTARY ASSOC.

1982 APR 7 AM 12 24

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TRUST DEED STATUTORY FORM With Clause for Receiver and Insurance

ROBERT E. CARSON
4129 N. Kenneth
Chicago, Illinois
TO
CAPITOL BANK AND TRUST OF CHICAGO
4801 W. Fullerton Ave.
Chicago, Illinois 60639

Prepared by: Marge Campanella
MAIL TO:
CAPITOL BANK & TRUST
OF CHICAGO
4801 W. Fullerton Ave.
Chicago, Illinois 60639



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END OF RECORDED DOCUMENT