

26308365

Form 748-R - TRUST DEED

Perfection Legal Forms & Printing Co., Rockford, Ill.

THIS INDENTURE WITNESSETH, That the grantor.... Donald J. and Debra S. Hicks of R. R. #1, Bell Road, Lemont Illinois 60439 for and in consideration of the sum of (\$ 9,450.00) Dollars, in hand paid, receipt of which is hereby acknowledged, convey.... and warrant.... to Thomas J. Kelly, Trustee, of Lockport, Illinois (and in case of the death, absence of said Trustee from said state or his inability or refusal to act, then unto Walter Voitik Trustee of Lockport, Illinois, as successor in trust, with like powers, duties and authorities as are hereby vested in said Trustee), the following described lands and premises situated in the County of Cook and State of Illinois to wit:

Lot 22 in Fisher Gardens, a Subdivision of part of the East half of the Northeast quarter of Section 23, Township 37 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded March 2, 1948 as Document Number 14263098, in Cook County, Illinois.

Subject to: a mortgage to First Savings and Loan Association of Will County, Illinois for \$27,900.00, dated June 25, 1976, and recorded July 7, 1976 as Document Number 23549003.

together with all the improvements and fixtures now or hereafter to be placed thereon or attached thereto and all rents, issues and profits thereof, 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 to have and to hold each and all of the same in fee simple, in trust nevertheless for the purpose of securing the performance of the covenants and agreements herein contained.

WHEREAS, the said Donald J. and Debra S. Hicks grantor.... justly indebted upon ONE promissory note.... bearing even date herewith, payable to the order of Bearer and delivered said principal note.... being for the sum of Nine Thousand Four Hundred Fifty and 00/100 dollars and payable One Hundred Fifty Seven and 50/100 (\$157.50) each month beginning on the 10th day of September 1982 for 59 months succeeding, and a final payment of \$157.50 on the 10th day of August 1987

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At the maturity of said principal sum, the interest thereon shall be payable in cash or by check, or by any other means of payment, at the highest rate for which it is now in such case lawful to contract, and all of said principal and interest payments being payable in lawful money of the United States of America at

NOW THEREFORE, in consideration of the premises, the grantor.... hereby covenant.... and agree.... to pay promptly said indebtedness and interest thereon as in said note.... provided, or according to any agreement or agreements extending or changing the time of payment thereof.... to pay all taxes and assessments levied upon said premises prior to the time that penalty will attach in each year, and deposit the receipts therefor with said Trustee; to permit or suffer no claim for lien for labor or materials furnished or to be furnished upon said premises to pend against the same, and no nuisance or waste to or upon said premises; to deposit immediately with said Trustee, for the holder of said note.... and the purchaser of said premises at any foreclosure sale thereof, a merchantable abstract of title to said real estate showing the title thereof from the Government to and including the date of this conveyance or guaranty policy, to pay promptly at or before maturity thereof, all claims or demands that are or may become a lien, claim or cloud upon the title to said premises; to keep all buildings thereon in good repair and insured for the full insurable value thereof in companies to be approved by said Trustee against loss or damage by fire, lightning, tornadoes and wind storms until said indebtedness is fully paid with proper clauses making the same payable in case of loss to said Trustee, or in case of foreclosure the owner of the certificate of sale, and deposit said policies with said Trustee, and in case of loss said Trustee (or in case of foreclosure the owner of the certificate of sale) is hereby authorized to adjust, compromise and collect in his discretion all loss and claim for loss under any and all of such policies, and said grantor.... hereby expressly covenant.... and agree.... to deliver to said Trustee, properly signed, all receipts, vouchers and releases which may be requested by said Trustee, or such insurance company, to be executed by an owner, in case of the failure so to insure or pay taxes or assessments, or to furnish such abstracts or guaranty policy or to pay all such further claims as aforesaid upon the owner or holder of the note.... or any of them, secured by this conveyance may at his option order and pay for all or any of the same and all money so paid the grantor.... hereby expressly agree.... to repay immediately without demand and the same with interest from such date of payment at 7 per cent per annum shall be an additional indebtedness secured hereby.

IT IS FURTHER COVENANTED AND AGREED by said grantor.... that, in case of a breach of any of the covenants or agreements herein contained, the whole of said indebtedness, including principal and interest up to the time of such breach, and any sums of money disbursed as aforesaid shall, at the option of the legal holder of said note.... or of any of them at once, without notice, become due and payable and the same with interest thereon at 7 per cent per annum from the time of such breach shall be recoverable by suit at law or by foreclosure hereof or both in like manner as if said indebtedness had matured by lapse of time, and that upon such breach a receiver may be appointed and it shall be lawful for said Trustee or for said Receiver to enter into and upon and to take possession of said premises and to let the same and to collect and receive all rents, issues and profits thereof; and said grantor.... hereby assign.... to said Trustee all the rents, issues and profits thereof; and out of such rents and profits said Trustee or said Receiver shall pay first the costs of collection thereof and all attorneys' fees paid or incurred in obtaining such possession, the cost of keeping said premises in good repair and fully insured, all taxes and assessments against the same and then to apply the balance in his hands, in payment or reduction of the indebtedness secured thereby, or on account of any deficiency that may exist after sale in the foreclosure, and the grantor.... waive.... all right to the income from said premises pending such suit and until the period of redemption from any sale hereunder expires and agree.... that said Receiver may be appointed as a matter of right upon the filing of a bill to foreclose, without regard to the adequacy of the security, the solvency of the grantor.... herein, or whether said premises are used as a homestead or not, and that whenever application is made for a Receiver under any provision of this deed, no bond shall be required of such applicant, and that the giving of any bond or security and notice of such application is hereby expressly waived.

IT IS FURTHER COVENANTED AND AGREED that said grantor.... shall pay all costs and expenses paid or incurred by said grantee or by the holder or holders of said note.... including all reasonable attorneys' and solicitors' fees, appearance fees, all outlays for documentary evidence, taxed costs, stenographer's charges, cost of procuring or completing an abstract of title showing the title to said real estate down to and including the decree to be entered in any foreclosure suit or the cost of procuring a title guaranty policy in the name of the purchaser at any foreclosure sale to be had hereunder, in any suit in which the grantee herein or the holder or holders of the indebtedness secured hereby shall be plaintiff or defendant by reason of being a party to this trust deed or holder of said note.... and that all such expenses shall be a lien upon the real estate aforesaid and shall be included in any decree ordering the sale of said premises and, in the above order shall be taken out of the proceeds of any such sale or sales thereof and the remainder thereof, if any, shall be paid to said grantor.... or assigns upon reasonable request therefor.

WHEN ALL THE AFORESAID COVENANTS AND AGREEMENTS ARE PERFORMED said premises shall be released to the party entitled to such release upon payment of reasonable charges therefor.

IN THE EVENT OF the death, inability, removal or absence from said Will County of the trustee, or of his refusal or failure to act, then _____ of said County, is hereby appointed to be the first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the trustee, or his successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

WITNESS the hand.... and seal.... of the grantor.... this 29th day of July A.D. 1982

Donald J. Hicks 7-29-82 (SEAL)

Debra S. Hicks 7-29-82 (SEAL)

(SEAL) (SEAL)

UNOFFICIAL COPY

State of Illinois }
County of Cook } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald J. and Debra S. Hicks

personally known to me to be the same person... whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they 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 notarial seal this 29th day of July, A.D. 82, and I hereby further certify that upon this date I am duly commissioned and authorized by the laws of said state to take acknowledgments of deeds.

William J. Kelly
Notary Public
Cook County, Illinois

The signature of the undersigned is endorsed upon the margin of all notes secured hereby for the purpose of identification.

Thomas J. Kelly

Property of Cook County Clerk's Office

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No. _____
TRUST DEED

TO

STATE OF _____ } ss; No. _____
County }
This instrument was filed for record in the Recorder's office of _____ County aforesaid, on the _____ day of _____ 19 _____ at _____ o'clock _____ M. and recorded in Book _____ of _____
RECORDED

This instrument was prepared by:
Thomas J. Kelly
whose address is:
838 South State Street
Lockport, Illinois 60441



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END OF RECORDED DOCUMENT