

UNOFFICIAL COPY

27417950

This Indenture Witnesseth, That the grantor Burton Bernstein,
married to Arlene Singer Bernstein

of the Village of Skokie in the County of Cook and State of Illinois

for and in consideration of the sum of Five thousand four hundred nineteen and 76/100 Dollars
in hand paid, CONVEY S and WARRANT S to Capitol Bank and Trust of Chicago, a state banking
corporation of the City of Chicago County

of Cook and State of Illinois the following described real estate, to-wit:

Lot 1 and the East 5 feet of Lot 2 in Block 2 in Salach's
Howard Crawford Subdivision of the North Half of the North
half of the North West quarter of the South West quarter of
Section 26, Township 41 North, Range 13 East of the Third Principal
Meridian, according to the plat thereof recorded August 4, 1924 as
document 853370 in Cook County, Illinois

PROPERTY OF COOK COUNTY CLERK'S OFFICE

situated in the Village of Skokie 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:
Whereas, The said Burton Bernstein, 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 West Fullerton Avenue,
Chicago, Illinois 60659

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 assess-
ments 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 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 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 surplus, 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.

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 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 2nd day of January 1985 A.D.

X Burton Bernstein (SEAL)
X _____ (SEAL)

27417950

PREPARED BY: SANDY DON BERNSTEIN
4801 W. FULLERTON
CHICAGO, ILL. 60639

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State of Illinois } ss.
County of Cook } Sheldon Bernstein

Sheldon Bernstein a Notary Public in and for said County, in the

State aforesaid, Do Hereby Certify, That Burton Bernstein,
married to Arlene Singer Bernstein

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.

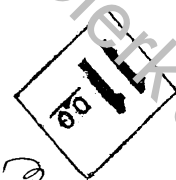
Given under my hand and _____ notarial seal, this

2nd day of January A. D. 19 65

Sheldon Bernstein

Property of Cook County Clerk's Office

27417950



24 JAN 65

TRUST DEED
STATUTORY FORM
With Clause for Receiver and Insurance

TO

END OF RECORDED DOCUMENT