

# UNOFFICIAL COPY

27508239

This Indenture Witnesseth, That the grantor Robert D. Maraviglia

of the City of Chicago in the County of Cook and State of Illinois  
for and in consideration of the sum of FIFTY THOUSAND AND NO/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:

Lots 19 and 20 in Block 8 in Booth's Subdivision  
of the South 33-1/3 acres of the West 1/2 of  
the Southeast 1/4 of Section 29, Township 40 North,  
Range 13, East of the Third Principal Meridian, in  
Cook County, Illinois

P.R.E.I.N. 13-29-428-039 & 038

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 (some) lead 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 Robert D. Maraviglia 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 Avenue,  
Chicago, IL the principal sum of FIFTY THOUSAND DOLLARS  
(\$50,000.00).

Note, 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 case the whole of said sum  
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 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 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, 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 his 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 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, to 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 his County, or other inability  
to act of said grantee then

of said 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 April 1985 A.D.

Robert D. Maraviglia (SEAL)

X \_\_\_\_\_ (SEAL)

THIS DOCUMENT PREPARED BY RAYMOND A. NOVAL, VICE PRESIDENT, CAPITOL BANK AND TRUST OF CHICAGO, 4801 WEST FULLERTON AVE., CHICAGO, IL 60639

UNOFFICIAL COPY

State of ILLINOIS } ss. APR-11-85 09179 27508239 A Rec 11.00  
County of COOK } J. Emily Mastro

\_\_\_\_\_ in and for said County, in the  
State aforesaid, Do Hereby Certify, That \_\_\_\_\_  
Robert D. Maraviglia

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 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  
4th day of April A. D. 19 85.

By: Emily Mastro  
Emily Mastro (Notary)

Commission expires June 11, 1985.

2750839  
27508239

Property of Cook County Clerk's Office

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TRUST DEED  
STATUTORY FORM  
With Clause for Receiver and Insurance

Robert D. Maraviglia  
5800 W. Fullerton Avenue  
Chicago, IL  
TO  
Capitol Bank and Trust of Chicago  
4801 West Fullerton Avenue  
Chicago, IL 60639

Return to:  
Mr. Raymond Novak,  
Vice President  
Capitol Bank and Trust of Chicago  
4801 West Fullerton Avenue  
Chicago, Illinois 60639



END OF RECORDED DOCUMENT