

UNOFFICIAL COPY

27001162

This Indenture Witnesseth, That the grantor Sol Saltzman and Sara Fay Saltzman,
his wife

of the Village of Skokie in the County of Cook and State of Illinois
for and in consideration of the sum of Twelve thousand eight hundred twenty three and 01/100 - Dollars
a bond pro. COVENANT and WARRANTY to Capitol Bank and Trust of Chicago
an Illinois Banking Corporation of the City of Chicago County
of Cook and State of Illinois
the following described real estate, to-wit:
Lots 28 and 29 in Block 2 in Crawford Subdivision of the
South half of the North half of the Northwest quarter of the
Southwest quarter of Section 26, Township 41 North, Range 13
East of the Third Principal Meridian, in Cook County, Illinois

Date 1984 Buyer, Seller or Representative

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 Sol Saltzman and Sara Fay Saltzman, his wife Grantor S

Capitol Bank and Trust of Chicago
4801 West Fullerton Avenue, Chicago, Illinois 60679

Now, If default be made in the payment of the said 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 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 grantor, 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 its 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 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 to 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 grantor, or his successor or legal representative shall re-convey all of said premises remaining unsold to the said grantor S 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 grantor S 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 grantor. It is agreed that said grantor shall pay all costs and attorney's fees incurred or paid by said grantor 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 S and seal S of the said grantor S, this 17th day of February 1984. A.D.

Sol Saltzman (SEAL)
Sara Fay Saltzman (SEAL)

27001162

County of Cook }
 State of Illinois }
 Sheldon Bernstein, a Notary Public
 in and for said County, in the
 State of Illinois, do hereby certify that
 Sara Jay Saitman, his wife
 personally known to me to be the same person whose name
 subscribed to the foregoing instrument, appeared before me
 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 seal, this
 13th day of February, A. D. 19 84

[Signature]

1000 15 MAR 84 10: 26

STATUTORY FOUNTAIN

TRUST DEED

1000

END OF RECORDED DOCUMENT