

RECEIVED BY BUREAU OF RECORDS

THIS DOCUMENT PREPARED BY R. O. JONES, VICE-PRESIDENT CAPITOL BANK & TRUST OF CHICAGO, 4801 FULLERTON, CHICAGO, ILL. 60639

This Indenture Witnesseth, That the grantor Chicago Title and Trust Company as Trustee under Trust No. 1069257

of the City of Chicago in the County of Cook and State of Illinois

for and in consideration of the sum of Eight Hundred Thousand and no/100's Dollars

in hand paid, CONVEY and WARRANT to Capitol Bank and Trust of Chicago

4801 West Fullerton Avenue City of Chicago County of Cook

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

Lots 5 and 6 in the Subdivision of lots 42, 43, 44, 45 and 46 in Block 1 in the subdivision of Block 31 in Kinzie's Addition to Chicago in the East half of the North West Quarter of Section 10, Township 39 North, Range 14, East of the 1st & Principal Meridian, in Cook County, Illinois

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 Homestead Exemption of the State of Illinois

and all right to retain possession of said premises after any default in payment of a breach of any of the covenants or agreements herein contained, in trust nevertheless, for the following purposes:

Whereas, The said Grantor

is justly indebted upon their 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 sum of \$800,000.00 plus interest payable in monthly installments

of \$11,200.00, principal and interest, commencing August 1, 1984

Now, If default be made in the payment of the said their 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 their 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 grantor, 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, 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 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, 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 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 proceedings, 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 he and Court shall cause 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 maintain 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.

Now 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 incur no charge therefor, in case of the death, resignation, removal from said County, or other inability to act of said grantor.

It is hereby appointed and made successor in trust herein, with like power and authority, as to hereby created in said grantor, 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 29th day of June 1984 A.D. Chicago Title and Trust Company as Trustee under Trust No. 1069257

X (SEAL)

X (SEAL)

27189291

Property of Cook County Clerk's Office

UNOFFICIAL COPY

RECEIVED BY BUREAU OF NOTARION

THIS DOCUMENT PREPARED BY R.O. JONES, VICE-PRESIDENT CAPITOL BANK & TRUST OF CHICAGO, 4801 FULLERTON, CHICAGO, IL. 60639

Property of Cook County Clerk's Office

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, As Trustee as aforesaid and not personally,

By Marissa Sanders ASSISTANT VICE-PRESIDENT

Attest Juliana Andrews Collins ASSISTANT SECRETARY

Corporate Seal

STATE OF ILLINOIS, SS. COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of 13 1984

Juliana Andrews Collins
Notary Public

Notarial Seal

27189291

NF83-36

UNOFFICIAL COPY

State of _____ } ss.
County of _____ }

_____ in and for said County, in the
State aforesaid, Do Hereby Certify, That _____

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 _____ 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
_____ day of _____ A. D. 19 _____

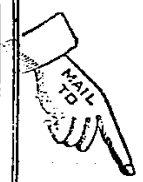
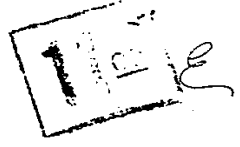
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TRUST DEED
STATUTORY FORM
With Clause for Receiver and Insurance

TO



PREPARED BY:
NAME _____
ADDRESS _____

27189291

END OF RECORDED DOCUMENT