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27269074

49-39741

TRUST DEED - FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor CARA M. BOLIN (A. Wilson, t.)
NOT SINCE REMARRIED

of the City of Chicago, County of Cook, State of Illinois,
for and in consideration of the sum of Two Thousand Five Hundred Eighty-Four Dollars
in hand paid, CONVEY. AND WARRANT to GERALD E. SIKORA, Trustee
of the City of Chicago, County of Cook, State of Illinois,
and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and every appurtenant thereto, together with all rents, issues and profits of said premises, situated
in the CITY of Chicago, County of Cook, State of Illinois, to-wit:
THE NORTH 1/4 OF LOT 38 IN MADISON H.S. ADDITION, TR
WOODWARD A. SUBDIVISION, IN SECTION 23, TOWNSHIP 38,
NORTH RANGE 14, LYING EAST OF THE THIRD PRINCIPAL
MILE ROAD IN COOK COUNTY, ILLINOIS.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.
In Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

Whereas, The Grantor CARA M. BOLIN (A. Wilson, t.), NOT SINCE REMARRIED
justly indebted upon one principal promissory note, bearing even date herewith, payable
LAKEVIEW TRUST & SAVINGS BANK,

payable in 36 successive monthly installments each of \$178.44 due MONTHLY
on the note commencing on the 27 day of JUNE 1944, and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

THIS IS A LEGAL INDENTURE
MADE IN COOK COUNTY, ILLINOIS.

THE GRANTOR...covenants...and agrees...as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and on all buildings thereon, and to exhibit receipts therefor; (3) to keep all buildings and structures on said premises in good repair, and to make good any damage thereto, excepting such damage as may be caused by acts of God, or by fire, or by other causes which may be beyond the control of the grantor; (4) to keep all buildings and premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in amounts to be selected by the trustee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with low clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee or Mortgagee of the second mortgage, and so on in like manner for the third and subsequent Mortgagors or Trustees until the indebtedness is fully paid; (6) to pay all prior installments, and the interest thereon, at the time or times when the same shall become due and payable.

In the Event of failure so to insure, or pay taxes or assessments, or the prior installments, and the interest thereon when due, the grantee or the holder of said indebtedness, may give notice in writing, or by such form of acceleration, or discharge or purchase and tax lien or other proceeding affecting said premises or pay all prior installments and the interest therefrom from time to time, and the grantee, or the holder of said indebtedness, may sue for the amount so paid, and the same, together with interest thereon from the date of payment at seven per cent, shall be so much additional indebtedness secured hereby. In the Event of a breach of any of the aforesaid covenants or agreements, the holder of said indebtedness, including principal and all earned interest shall, at the option of the legal holder, sue for the amount so paid, and the interest therefrom from time of such breach, at ten per cent, per annum, or have the same foreclosed, or by suit at law, or both, the same as if all said indebtedness had then matured by express terms. It is agreed by the grantor...that all expenses and disbursements paid or incurred in behalf of the grantor in connection with the foreclosing of the above described property, including reasonable solicitors' fees, and all expenses and disbursements, including attorney's fees, and other expenses, including the whole title of the premises encompassing foreclosed property, etc., shall be paid by the grantor...and the like expenses and disbursements, obtained by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness as such, may be a party, shall also be paid by the grantor....All such expenses and disbursements shall be an additional sum upon said note, and may be paid as costs and included in the amount of the note, and the same, together with interest thereon, shall be collected by the holder of the note, and the same, together with interest thereon, shall be distributed among the parties entitled to receive the same, and the holder of the note, and the same, together with interest thereon, shall be so much additional indebtedness secured hereby, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor...for said grantor...and for the heirs, executors, administrators and assigns of said grantor...waive...all right to the presentation of, and income from, said premises pending such foreclosure proceedings, and agree...that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may enter and without notice, distrain upon said grantee...or to any party claiming under said grantor...and appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

In the Event of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then Thomas F. Bussey, of said County is hereby appointed to be 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 in case the aforesaid covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charge.

Witness the hand...and seal...of the grantor...this 13 day of August, A.D. 1944.

X Gerald M. Bolin (SEAL)

(SEAL)

25 E. 2nd, A.D.A.C.T.E. a. S.I.C.O.M.D.N.Y. U.S.P. (SEAL)

(SEAL)

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State of Illinois
County of Cook } \$5.

I, *Carol M. Queen*, SEP 25 1984 9:39:6 A.M. Rec. 10.00
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that

Carol M. Queen (A. WIDOW & NOT SINCE REMARRIED)

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 she signed, sealed and delivered the said instrument as her 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 13 day of August A.D. 1984.

Carol M. Queen

Notary Public.

25 SEP 84 2:03

10 00

Box No. 146

Trust Deed

TO
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Clerk of General Court

LAKEVIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, IL 60657
312/525-2180

27269074

END OF RECORDED DOCUMENT