

UNOFFICIAL COPY

TRUST DEED

NO. 101NW

27317952

49-40701

This Indenture, WITNESSETH, That the Grantor
VICTOR TOLEMY & WIFE Cath Tolemy (S)

of the City of Chicago, County of Cook and State of Illinois
for and in consideration of the sum of Five thousand and eighty two and 00/100-- Dollars
in hand paid, CONVEY AND WARRANT to GERALD E. SIKORA Trustee

of the City of Chicago County of Cook and State of Illinois
and 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,
fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated
in the City of Chicago County of Cook and State of Illinois, to-wit:

The South 25 Feet of the North 50 Feet of Lot 11 in Block 23 in
William S. Johnston Subdivision of the East 1/2 of the South East
1/4 of Section 6, Township 39 North, Range 14 East of the Third
Principal Meridian, 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, VICTOR TOLEMY (S)
justly indebted upon one original promissory note bearing even date herewith, payable
LAKEVIEW BANK,

payable in 60 successive monthly instalments each of \$4.70 due Monthly
on the note commencing on the 13 day of NOV 1934, and on the same date of
each month thereafter until paid, with interest after maturity at the highest
lawful rate.

THE GRANTOR, covenants and agrees, as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter and in said notes provided, or
according to any agreement, and in case of payment (2) to pay the first day of June in each year, all taxes and other amounts levied against said premises,
and all damages to exhibited parts thereof; (3) within sixty days after destruction or damage to said building or part thereof, to repair said premises
that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on
said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder
of the first mortgage indebtedness, with policies attached payable first, to the first Trustee or Mortgagor.

In the event of failure so to insure, or pay taxes or assessments, or the interest thereon when due, or if the holder
of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay
all prior indebtedness, the interest thereon from the date of payment, all costs and expenses, including attorney's fees, to be paid by the grantor, and
the same to be repaid by him on the date of payment at seven per cent per annum, shall be paid by such additional indebtedness, and added to the
indebtedness.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all or part interest,
shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, at
seven per cent per annum, shall be recoverable by foreclosure thereof, by suit at law, or both, the same as if all of said indebtedness had then matured by
express provision.

If it is necessary by the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosing of
or including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole
title of said premises embracing foreclosed decree shall be paid by the grantor, and the like expenses and disbursements occasioned by any suit or pro-
cess, or before the grantor, or his heirs, executors, administrators, or assigns, or any other party, also to be paid by the grantor. All such expenses
and disbursements which have been additional upon said premises, shall be taxed as costs and included in any decree that may be rendered in any foreclosure
proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, 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, waives all rights to the possession of any income from said premises pending such foreclosure proceedings, and agrees
that nothing of any kind or nature, in or concerning this Trust Deed, or the contents of which, shall affect in any way the right of the grantor, or to any party
claiming under said grantor, to 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 County 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 when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to
any party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 24 day of August A.D. 19 84

X Victor Tolemy
X Cath Tolemy

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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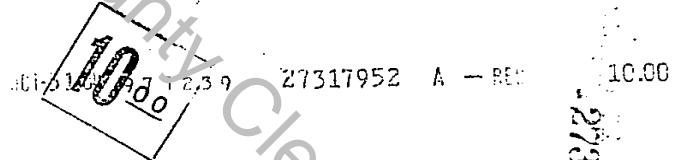
State of Illinois }
County of Cook } ss.

I, Marilyn Beckwith
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Victor Tolomey + WIFE
Patricia Tolomey (I)
personally known to me to be the same persons whose names are subscribed to the foregoing
instrument, appeared before me this day in person, 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.

Sub under my hand and Notarial Seal, this 24
day of August A. D. 1984

Marilyn Beckwith
My Com. expires 8/4/85 Notary Public

31 OCT 84 12:49



27317952

Trust Deed

Box No. 146

TO
GERALD E. SIKORA Trustee

THIS INSTRUMENT WAS PREPARED BY:
1st CITY BUILDERS

LAKEVIEW TRUST AND SAVINGS BANK
3801 N. ASHLAND AVE., CHICAGO, IL 60657
312/525-2160

END OF RECORDED DOCUMENT