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85047215

This Indenture Witnesseth, That the grantor Nicholas F. Guisti 5

of the Village of Schaumburg in the County of Cook and State of Illinois  
for and in consideration of the sum of Twenty five thousand and no/100 Dollars  
in hand paid, CONVEY S and WARRANT S 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:  
SEE LEGAL DESCRIPTION RIDER ATTACHED HERETO

situated in the City of Mt. Prospect County of Cook and State of Illinois  
herby releasing and waiving all rights under and benefit 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 Nicholas F. Guisti Grantor  
herein is justly indebted upon Collateral Promissory Note, bearing even date herewith, payable to the order of

Capitol Bank and Trust of Chicago  
4801 W. Fullerton, A.Ce.  
Chicago, Ill. 60630

**Note**, If default be made in the payment of the said Collateral 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 principal sum and interest, secured by the said Collateral 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, heirs, executors, administrators and assigns, in or since 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 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 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.

Item The said note and all expenses accruing under this Trust Deed shall be fully paid, to said grantor 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 Cook County, or other inability to act of said grantor then Capitol Bank and Trust of Chicago of said Cook County, Ill. 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 and seal of the said grantor, this 24th day of May 1985 A.D.

Prepared by: D. Zuba  
4801 W. Fullerton  
Chicago, Ill. 60639

Nicholas F. Guisti (SEAL)  
X Capitol Bank and Trust of Chicago (SEAL)

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State of Illinois } ss.  
County of Cook } J. Sheldon Bernstein

Notary in and for said County, in the  
State aforesaid, Do hereby Certify That  
Nicholas F. Guisti

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 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  
26 day of May A. D. 19 85

*[Signature]*

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TRUST DEED

STATUTORY FORM  
With Clause for Receiver and Insurance

TO

12.00/e



SHeldon BERNSTEIN  
4801 W. TULLERTON AVENUE  
CHICAGO, ILLINOIS 60639

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RECEIVED IN BAD CONDITION

LEGAL DESCRIPTION RIDER

Unit No. 103, in Crystal Towers Condominium "D" as delineated on the Plat of Survey on the following described parcel of real estate:

THAT PART OF LOT 1 IN CRYSTAL TOWERS CONDOMINIUM DEVELOPMENT, BEING A CONSOLIDATION OF LOT "A" AND OUTLOT "B" OF TALLY HO APARTMENTS, A DEVELOPMENT OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 1, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF LOT 1 AFORESAID; THENCE NORTH 89° 32' 27" EAST ALONG THE SOUTH LINE OF LOT 1 AFORESAID FOR A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING OF THE LAND BEING HEREIN DESCRIBED; THENCE NORTH 00° 37' 53" WEST 182.38 FEET; THENCE NORTH 89° 22' 57" EAST 344.68 FEET; THENCE NORTH 27° 14' 43" EAST 81.9 FEET TO A LINE 170.0 FEET SOUTHWESTERLY OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE NORTHEASTERLY LINE OF LOT 1 AFORESAID; THENCE SOUTH 88° 25' 17" EAST ON SAID PARALLEL LINE, 90.00 FEET TO THE EAST LINE OF LOT 1 AFORESAID; THENCE SOUTH 01° 00' 00" EAST ON SAID EAST LINE, 2117 FEET TO THE SOUTHEAST CORNER OF LOT 1 AFORESAID; THENCE SOUTH 26° 22' 27" WEST ALONG THE SOUTH LINE OF LOT 1 AFORESAID; 463.03 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN# 08-22-203-067-103

which Plat of Survey is attached as Exhibit "A" to a certain Declaration of Condominium Ownership and By-Laws made by the American National Bank and Trust Company of Chicago, as trustee, under a Trust Agreement dated July 15, 1978 and known as Trust No. 39118, and recorded in the office of the Recorder of Deeds, Cook County, Illinois, as Document No. 25219263 together with the undivided percentage interest in the common elements.

Grantor also expressly grants to grantees, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration, and grantor expressly reserves to itself, its successors and assigns, the rights, benefits and easements set forth in said Declaration for the benefit of all remaining property described in said Plat of Survey or said Declaration.

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