

# UNOFFICIAL COPY

8 5 2 4 3 85248694

TRUST DEED

NO. 101NW

This Indenture, WITNESSETH, That Grantor MARY E. MARTIN

of the City of Chicago County of Cook and State of Illinois  
for and in consideration of the sum of Twenty-four hundred ninety-six and no/100 Dollars  
in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee  
of the City of Chicago County of Cook and State of Illinois  
and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the fol-  
lowing described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and every-  
thing 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:  
\*\*\*\* SEE ATTACHED\*\*\*\*

That part of Lots 3 and 6 in Witherrall's Subdivision of the North 1/2 of Block 3 in Norton's Subdivision of the North East 1/4 of NE 1/4 of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at the North East corner of said Lot 3, running thence South along the East line of said Lots 3 and 6, 50 feet 1 3/4 inches more or less to the South East corner of said Lot 6, thence West along the South line of Lot 6, 72 feet thence North parallel to the East line of said Lots 3 and 6, 50 feet 1 3/4 inches more or less to the North line of said Lot 3 thence East along the North line of said Lot 3, 72 feet to the point of beginning, in Cook County, Illinois, commonly known as 7200 South Champlaine, Chicago, Illinois.

Permanent Tax No. 20-27-212-05) MC

justly indebted upon one  
A. JAMES HEATING CO., INC. and assigned to Northwest National Bank for the sum of Twenty-four hundred ninety-six and no/100 dollars (\$2,496.00)  
payable in 60 successive monthly installments each of 41.60 due  
on the note commencing on the 1st day of Dec 1985, and on the same date of  
each month thereafter, until paid, with interest after maturity at the highest  
lawful rate.

The Grantor covenant and agree 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 demand to exhibit receipts therefor, (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on 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 (a) 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 loss clause attached, payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid, (6) to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

In the event of failure to insure or pay taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay at prior encumbrances and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent per annum, shall be so much additional indebtedness secured hereby.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all accrued 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, or by suit at law, or both, the same as if all of 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 complainant in connection with the foreclosure hereof - 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, including foreclosure decrees - shall be paid by the grantor and the like expenses and disbursements, occasioned 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 lien upon said premises, shall be true liens and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be stayed, 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 waive all right to the possession 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 at once and without notice to the said grantor or to any party claiming under said grantor 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 grantor, or of his refusal or failure to act, then

Thomas S. Larson 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 the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 16th day of October A. D. 19 85

*Mary E. Martin*

(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

85248694

85248694

State of Illinois

County of Cook

UNOFFICIAL COPY

I, Catherine Jean Stelch

a Notary Public in and for said County, in the State aforesaid, Do hereby certify that Mary E. Martin

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 15th day of October 1985 A. D. 1985

Catherine Jean Stelch Notary Public

Property of Cook County Clerk's Office

66986  
#7587 # 2 \* 85-248874  
TAXI TRAIL FROM 4/17-18/23/25 09:35:08  
REC-01 RECORDING - 112 68

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852248694

Box No. 246

Trust Deed

MARY E. MARTIN

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

NORTHWEST NATIONAL BANK OF CHICAGO  
3985 MILWAUKEE AVE CHICAGO, IL 60641  
312/777 7700

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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 MARY E. MARTIN her one principal promissory note, bearing even date herewith, payable A. JAMES HEATING CO., INC. and assigned to Northwest National Bank for the sum of Twenty-four hundred ninety-six and no/100 dollars (\$2,496.00) payable in 60 successive monthly installments each of 41.60 due on the note commencing on the 1st day of Dec 19 85, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

The Grantor covenant and agree 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 demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on 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 loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

In the event of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or 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 incumbrances and the interest thereon from time to time, and all money so paid, the grantor agree to repay immediately without demand and the same with interest thereon from the date of payment at seven per cent per annum, shall be so much additional indebtedness secured hereby.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned 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, or by suit at law, or both, the same as if all of 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 complainant in connection with the foreclosure hereon including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises and any foreclosure decree shall be paid by the grantor and the like expenses and disbursements, occasioned 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 lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such 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 waive all right to the possession 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 at once and without notice to the said grantor or to any party claiming under said grantor 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 S. Larsen 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 afor said covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 16th day of October A. D. 19 85

Mary E. Martin (SEAL)

(SEAL)

(SEAL)

(SEAL)

# UNOFFICIAL COPY

State of Illinois  
County of Cook } 55.

I, Catherine Jean Halik  
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that Mary E. Martin

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 16th  
day of October A. D. 19 85

Catherine Jean Halik  
Notary Public

Property of Cook County Clerk's Office

DEPT-01 RECORDING - \$12.00  
TELEPHONE 477 19/23/85 09:35:00  
#7587 # 85-248874  
249699

12

852248874

Box No. 246

**Trust deed**

MARY E. MARTIN

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

NORTHWEST NATIONAL BANK OF CHICAGO  
3985 MILWAUKEE AVE CHICAGO, IL 60641  
312/777-7700

0451