

This Indenture Witnesseth,

Marilyn Wagner

86533358

UNOFFICIAL COPY

of the City of Prospect Heights, in the County of Cook and State of Illinois for and in consideration of the sum of One Hundred Fifteen Thousand and 00/100 Dollars to have paid, CONVEY and WARRANT to CAPITOL BANK AND TRUST 4801 W. Fullerton Ave. of the City of Chicago Cook and State of Illinois the following described real estate, to-wit:

The South 310 feet of Lot 27 in Smith and Dawson Country Club Acres, being an owners division in the Southwest 1/4 of Section 22, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, IL

PIN #03-22-309-011

situated in the City of Prospect Heights, Cook, and State of Illinois hereby releasing and waiving all rights under or by virtue of the Homestead Exemption Laws of the State of Illinois and all right to retain possession of said premises in any default in payment of a breach of any of the covenants or agreements herein contained; in trust nevertheless, for the following purpose: Marilynn Wagner is her Promissory Note bearing even date herewith, payable to the order of

CAPITOL BANK AND TRUST, 4801 W. Fullerton Ave., Chicago, Illinois 60639. The principal sum of \$115,000.00 plus accrued interest from 11-5-86.

And, if default be made in the payment of the said her 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 estate, 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 her 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 grantee, or his successor in trust, to enter into and upon and take possession of the premises, or any part thereof, and to collect and receive all rents, issues and profits thereon; 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, her 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 any 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, first pay the costs of advertising, sale and conveyance, including the reasonable fees and commissions of said party of the second part, as aforesaid, and may be appointed to execute this trust, and reasonable delivery attorney's and solicitor's fees, and also all other expenses of this trust, including all money advanced for insurance, taxes and other taxes 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 exception, if any, unto the said party of the first part, her 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, each court may at once upon application therefor, appoint CAPITOL BANK AND TRUST 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 receiver, and each 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, at 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.

When the said note and all expenses accruing under this Trust Deed shall be fully paid, to said grantee or his successor or legal representative shall re-convey all of said premises remaining unencumbered to the said grantee or HER 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 grantee then CAPITOL BANK AND TRUST

is hereby appointed and made successor in trust herein, with like power and authority, as if hereby vested in said grantee. It is agreed that said grantee shall pay all costs and attorney's fees incurred or paid by said grantee 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, as 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 5th day of November A.D. 86

Marilynn Wagner (REAL)

X (REAL)

THIS DOCUMENT WAS PREPARED BY: MARGE CAMPANELLA, 4801 W. Fullerton Ave., Chicago, Illinois 60639

86533358

86533358

86533358

TRUST DEED

STATUTORY FORM

Via Classes for Receiver and Disburse

Marilyn Wagner

102 Camp McDonald
Prospect Heights, Illinois
TO

CARROLL BANK AND TRUST

400 N. Fullerton Ave.
Chicago, Illinois 60639

Prepared by: Marge Campanella

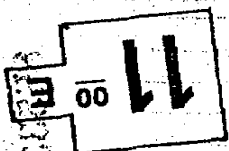
MAIL TO:

CARROLL BANK AND TRUST
400 N. Fullerton Ave.
Chicago, Illinois 60639



UNOFFICIAL COPY

12 NOV 86 9:37



Property of Cook County Clerk's Office

11

NOV-17-86

Given under my hand and seal, this 5th day of November A.D. 19 86

Notary
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 free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

State aforesaid, Go Marge Getty, That Marilyn Wagner in and for said County, in the

Illinois
Cook
County of
ss. Jim Runas, A Notary

86533358