

This Indenture Witnesseth,

Dennis Ferguson and Louise Ferguson

4946 W. Nelson

of the City of Chicago in the County of Cook and State of Illinois

for and in consideration of the sum of Four Thousand Eight Hundred and no/100's Dollars

to be paid, CONVEY and WARRANT to Capitol Bank and Trust

4801 W. Fullerton Avenue in the City of Chicago County of Cook and State of Illinois

the following described real estate, to-wit: Lot 21 in Block 6 in Hield's Subdivision of Blocks 1, 2, 3, 4, 5, 6, 9, 10, 11, and 12 in Falconer's addition to Chicago, a Subdivision of the North 1/2 of the North East 1/4 of Section 28, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

13-28-210-021-0000 BCO

located in the City of Chicago County of Cook and State of Illinois

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and all right to retain possession of said premises for 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 Dennis Ferguson and Louise Ferguson are jointly indebted upon their 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 \$4,800.00 payable in monthly payments of \$48.64, principal and interest commencing Jan. 10, 1987 and continuing monthly thereafter with the final payment being a balloon.

Now, if default be made in the payment of the said their Promissory Note or any part thereof, or the interest thereon, or in case of 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 event the whole of said principal sum and interest, secured by the said their 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 take 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 suit or suits in any court having jurisdiction thereof against the said party of the first part, their 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 said party of the second part, or such trustee or as special commissioner, or otherwise, under order of court, and out of the proceeds of any such sale to 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 collector's fees, and also all other expenses of this trust, including all charges 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 surplus, if any, unto the said party of the first part, their 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 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 agree, that he will, in due season, pay all taxes and assessments on said premises, and will keep all buildings that any of 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 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 amounts 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, the said grantor or his successor or legal representatives shall reconvey all of said premises remaining unencumbered to the said grantor or his 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 said Cook County is hereby appointed and made executor in trust herein, with like power and authority, as is hereby vested in a Cook County 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 1st day of December 1986 A.D.

X Dennis Ferguson (REAL)
X Louise Ferguson (REAL)

THIS DOCUMENT PREPARED BY WM. IACULLA, ASST. VICE-PRESIDENT, CAPITOL BANK AND TRUST, 4801 W. FULLERTON, CHICAGO, IL. 60639

6578645

6578645

-96-578645

TRUST DEED

STATUTORY FORM
VIA Check for Recipient and Recipient

Dennis & Louise Ferguson

4946 W. Nelson

Chicago, Il. 60641

TO

Capital Bank and Trust

4901 W. Fullerton Ave.

Chicago, Il. 60639

UNOFFICIAL COPY



4 DEC 86 9 22 24



Property of Cook County Clerk's Office

DEC-11-86 11 00 E

Given under my hand and seal, this _____ day of _____ A. D. 19 86

personally known to me to be the same person whose name _____ and acknowledged that he 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.

State of Iowa, Do hereby certify, That _____ in and for said County, in the _____

State of Illinois }
County of Cook }
Jm Runas

57-937598