

UNOFFICIAL COPY

This Indenture WITNESSETH, That the Grantor, RUDOLPH L. MARSCHKE

86122207

of the City of Chicago Hts. County of Cook and State of Illinois
 for and in consideration of the sum of TWENTY THOUSAND AND NO/100 (\$20,000.00) ----- Dollars
 in hand paid, CONVEYS and WARRANTS to JOAN E. MARSCHKE
 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 following described
 real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and everything appurtenant
 thereto, together with all rents, issues and profits of said premises, situated in the County of Cook
 State of Illinois to-wit:

Lot 17 in Block 1 in Rosewood Heights, a Subdivision
 in the Southwest 1/4 of the Northeast 1/4 of Section 8,
 Township 35 North, Range 14, East of the Third Prin-
 cipal Meridian, in Cook County, Illinois.

32-08-212-032-0000 TP

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, RUDOLPH L. MARSCHKE, is

justly indebted upon principal promissory note bearing one and one-half per cent. in the sum of

TWENTY THOUSAND AND NO/100 (\$20,000.00) payable

as provided in the Judgment for Dissolution of Marriage entered by
 the Circuit Court of Cook County, Illinois, in Cause No. 85 D 20711,
 entitled In Re the Marriage of JOAN E. MARSCHKE and RUDOLPH L. MARSCHKE,
 on March 21, 1986,

at 10421 South Hale, Chicago, Illinois 60643,
 or such other place as the legal holder hereof may from time to time hereafter appoint.

THE GRANTOR covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon as herein
 and in said notes and coupons provided, or according to any agreement extending time of payment; (2) to pay prior to the time
 that penalty will attach 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 at any time on said
 premises insured against loss by fire and tornado, to the full insurable value, in companies to be approved by the holder of said in-
 debtedness and deliver to the said holder of said indebtedness the insurance policies so written as to require all loss to be applied in
 reduction of said indebtedness; (6) to keep the said property tenantable and in good repair; and (7) not to suffer any mechanic's or
 other lien to attach to said premises. In the event of failure so to insure, to pay taxes or assessments, or to keep the property in good
 repair, or to prevent mechanic's or other liens attaching to said premises, the grantee or the holder of said indebtedness, may procure
 such insurance, or pay such taxes or assessments, or make such repairs as he may deem necessary to keep the said premises in a ten-
 antable condition; or discharge or purchase any tax lien or title affecting said premises; and all moneys so paid, the grantor
 agree to repay immediately without demand, and the same, with interest thereon from the date of payment at 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 prin-
 cipal 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 per cent. per annum shall be recoverable by foreclosure decree, or by suit at
 law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the fore-
 closure hereof—including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or
 completing an abstract of title showing the whole title to said premises embracing foreclosure decree—shall be paid by the grantor;
 that the like expenses and disbursements, occasioned by any suit or proceeding wherein the trustee, or any holder of any part of
 said indebtedness, as such, may be a party, shall also be paid by the grantor; that 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 pro-
 ceeding, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given,
 until all such fees, expenses and disbursements, and the costs of suit, including solicitor's fees, have been paid. The grantor
 waive all right to the possession of and income from said premises pending such foreclosure proceedings, and until the period
 of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this Trust Deed, a Receiver
 shall upon motion of Solicitor for complainant, without notice, be immediately appointed by the court before which such motion for
 the appointment of a receiver shall come on for hearing, to take possession or charge of said premises, and collect such income and
 the same, less receivership expenditures, including repairs, insurance premiums, taxes, assessments and his commissions, to pay to the
 person entitled thereto in reduction of the indebtedness hereby secured, in reduction of the amount of any decree of sale entered in
 any foreclosure proceeding, in payment or reduction of any deficiency after a Master's or Commissioner's sale under any decree of
 sale, in payment or reduction of any deficiency decree entered thereon, or, if not in either manner so applied, the court approving
 the receiver's report shall order that the same be paid to the person entitled to the deed under the Master's or Commissioner's sale.
 A bond on application for receiver is hereby expressly waived and it shall not be the duty of the trustee, legal holder of the notes or
 purchaser at any Master's or other sale to see to the application of the principal sum hereby secured or of the purchase money, or to
 inquire into the validity of any taxes, assessments, tax sales, tax titles, mechanic's or other liens or titles, or the necessity for repairs,
 in advancing money as hereinbefore provided.

IN THE EVENT of the death, inability, removal or absence from said Cook County of the grantee,
 or of his refusal or failure to act, then said County is hereby appointed to be
 the 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 coven-
 ants and agreements are performed, the trustee, or his successor in trust, shall release said premises to the party entitled thereto on
 receiving his reasonable charges.

WITNESS the hand and seal of the grantor this 22 day of March A.D. 1986.

This instrument was prepared by:
 Gerald S. Karwocki
 Attorney at Law
 17480 So. Halsted St.
 Homewood, Ill. 60430

(SEAL)

(SEAL)

Rudolph L. Marschke

(SEAL)

Box 64

UNOFFICIAL COPY

TRUST DEED

No.

Bx # 64

TO

STATE OF

County

SS. No.

This instrument was filed for record in the Recorder's Office of _____

at _____ day of _____ 19____
at _____ M. and recorded in Book _____
on Page _____

RECORDED

Perfection Legal Term & Printing Co., Eastland, Ill.

86155508

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-86-122207

MAIL TO:

GERALD S. KARWOSKI, LTD.
17450 SO. HAUSTED ST.
HOMERWOOD, ILLINOIS 60430

1 APR 86 9:28

APR-1-86 59306 • 86122207 • A - 155

STATE OF ILLINOIS }
County of WILL }
DO HEREBY CERTIFY, that RUDOLPH J. MARSCHKE
in and for, and residing in said County, in the State aforesaid
I, Stacy J. Grutzius, a Notary Public
personally known to me to be the same person - whose name I subscribed
to the foregoing instrument, appeared before me this day in person and ac-
knowledgeed that he signed, seal 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 March
day of A.D. 1986.
Notary Public
My Commission Expires December 1 19 89