

TRUST DEED

71-42-317 J

KECO REALTY Grantor, of the Village of Kenilworth, County of Cook, State of Illinois, in consideration of the sum of TWENTY FOUR THOUSAND & No/100 Dollars (\$ 24,000.00) the receipt of which is hereby acknowledged, and to secure the payment of a certain promissory note of even date herewith, payable to Hearer, as follows: Principal sum of Twenty-four Thousand payable November 1, 1988, plus interest as provided for therein.

MAE M. NEUENDANK Trustee, of the Village of Skokie, County of Cook, State of Illinois, all title and interest in the following described real estate:

Lot 6 (except the part dedicated for street) in Block 1 in Golee's Resubdivision of Blocks 4, 5 and 8 in Chase and Pitner's Addition to Evanston, being a Subdivision of the North West quarter of the North East quarter of Section 24 and the South half of the South West quarter of the South East quarter (except the north 71-1/2 feet thereof) in Section 13, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

12.00

10-24-200-004 ABO
1814 Dempster, Evanston, Ill. 60202

situate in the City of Evanston, County of Cook, State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Laws of the State of Illinois, in trust for the following uses and purposes:

It is agreed that if default be made in the payment of said note, either of the principal payments or interest, or if the grantor shall fail to pay taxes, be and when due, demand or penalty, or shall breach any other provision herein provided, or shall not immediately without notice to the grantor, at the option of the holder thereof, said note shall become due and payable, and the Trustee or the holder of the note secured hereby shall have the right to institute foreclosure proceedings, or the appointment of a Receiver to collect the rents and income from said premises, and to obtain a decree for a sale thereof, and from the proceeds of such sale to first pay court costs, costs of advertising and publication, title continuing charges, attorney's fees, reasonable attorney's fees, and other expenses of such proceedings; all sums advanced for the payment of such taxes, interest or other things, with interest thereon at the rate of 12% per annum; then to pay the principal of said note and interest thereon, and the balance then remaining to be paid to the grantor. It shall not be the duty of the Trustee hereunder to see to the application of the purchase money. If the proceeds of the sale shall be insufficient to pay the above, a deficiency may be entered against the grantor.

The Receiver appointed by the Court, shall be vested with all the powers and duties of a receiver, including the right to take possession of said premises, collect rents and income both during the pendency of the foreclosure proceedings, and to hold the same until a decree and until the expiration of the period of redemption.

The grantor shall maintain in force insurance against loss by fire of said premises, and casualty loss thereto, and shall deposit policies of insurance, and evidence of payment of the premiums thereon, with the holder of said note. Such policies shall contain loss payable clauses in favor of the Trustee as his interest may appear, and the grantor agrees in the event of a loss to indemnify the holder of said note. The holder of said note shall have the right to compromise and collect for such loss in the name and stead of the grantor, and to send the proceeds therefrom to the indebtedness on said note which shall, at the holder's option become immediately payable. If grantor shall fail to obtain insurance in the amount of the indebtedness, the holder of the note shall have the right to place such insurance, and the cost thereof shall be an additional indebtedness under said note.

In the event of the inability, refusal of the Trustee herein named to act, or of, on his removal from the County

HELMUTH F. NEUENDANK, in like powers and authority as is vested in the Trustee named herein.

All of the covenants, conditions, powers, rights and duties vested hereby, in the respective parties, shall bind to and be binding upon their heirs, legal representatives and assigns.

Upon the payment of said note according to the tenor thereof, and the performance of the covenants herein contained, and unless said premises are sold by court decree for a breach hereof, Trustee shall upon demand furnish Grantor with a Deed reconveying said premises. Whether there shall be more than one party as Grantor or Trustee, the terms "Grantor" and "Trustee" may be used.

Witness hand and seal this 21st day of DECEMBER 1987
[Signatures] (SEAL) (SEAL)
[Signatures] (SEAL) (SEAL)

This instrument prepared by: RUSSELL V. RAY, P.O. Box 400, Libertyville, IL 60048

MAIL TO RUSSELL V RAY
P.O. Box 400
LIBERTYVILLE, ILL
60048

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BOX 333 - GG

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UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF LAKE

I hereby certify that GLENNA KEATS AND HERBERT A. KEATS, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the same as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Sworn to before me this

21st

day of

DECEMBER

19 87

Russell Ray
Notary Public

Commission expires: 1-20-90

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S
FILED FOR RECORD

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