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Return to:

Peoples Bank Marycrest
185 N. St. Joseph
Kankakee, Illinois 60901

DEED OF TRUST

Document No. _____

88034322

THIS INDENTURE WITNESSETH, That the Grantors

Walter Brown, Sr. and Esther Brown

THIS SPACE FOR USE OF RECORDER

of the County of Kankakee, in the state of Illinois,

in consideration of the sum of Forty-Five Thousand and no/100 ----- Dollars
in hand paid, Convey, and Warrant to Peoples Bank Marycrest as Trustee
of the County of Kankakee, in the State of Illinois, the following described real estate, to-wit:

Lot 4 in Block 3 the Resubdivision of Blocks 2 and 3 of Sesson's Subdivision of the East 1/2 of the North East 1/2 of the South West 1/2, of Section 32, Township 38 North, Range 14 and Resubdivision of Blocks 1 and 4 of Gilbert's Subdivision of the East 1/2 of the West 1/2, and all of the North East 1/2 and the South West 1/2 of Section 32, Township 38 North, Range 14 lying East of the Third Principal Meridian of Cook County, Illinois

Permanent Index Number: 20-32-313-024 **TP FCO**
Property Address: 8408 South Elizabeth, Chicago, Illinois

situated in the County of Kankakee, in the State of Illinois, and all appurtenances belonging thereto, together with all of the rents, issues and profits arising therefrom, hereby releasing and waiving all right under and by virtue of the Homestead Exemption Laws of the State of Illinois, in trust, nevertheless, for the following purposes:

Whereas, the said Walter Brown, Sr. and Esther Brown justly indebted upon their promissory note..., bearing even date herewith, payable to the order of themselves and by themselves duly executed, endorsed and delivered, for value received in the principal sum of Forty-Five Thousand and no/100 Dollars payable as follows: Five Hundred Forty and 08/100 Dollars on the 31st day of December, 1987 and Five Hundred Forty and 08/100 Dollars on the 31st day of each and every month thereafter, and a final payment of the entire balance remaining unpaid, on the 31st day of November, 1990 with interest from date hereof until paid. Partial payments shall be applied as received with the privilege of paying \$5.00 or any multiple thereof on any payment date in addition to the required payment

Now, if default be made in the payment of said promissory note . . . or the interest thereon, or any part thereof, according to the terms of said note..., or in case of waste, nonpayment of taxes, special taxes or assessments or insurance premiums or assessments on said premises, then in such case, the whole of said principal sum and interest secured by said note . . . shall thereupon, at the option of the legal holder or holders, become immediately due and payable and this Trust Deed may then be foreclosed and out of the proceeds of any foreclosure sale there shall be paid first, the cost of said suit, including reasonable solicitor's fees and all monies advanced for abstracts of title, title searches and examinations, guarantee title policies and similar data and assurances with respect to title, photostats, master fees and reporting expense, insurance, taxes, special assessments or other liens with interest thereon at Seven per cent per annum, then to pay the principal of said note... with interest, rendering the overplus, if any to the Grantor... or his - their assigns.

Upon the filing of any bill to foreclose this Trust Deed, the Court may, on application, without notice to the Grantor . . . or . . . subsequent grantees, and without bond being required of the applicant, appoint a Receiver to collect rents, issues and profits during the pendency of said suit and until redemption period has expired and apply the same under the direction of said Court to the extinguishment of taxes, special taxes or assessments, solicitor's fees, debt, interest, cost and expenses incurred in said foreclosure suit.

The Grantor.s. agree... to keep the buildings on said premises insured for their full insurable value against loss or damage by fire, lightning, windstorms, cyclones and tornadoes and that the policies shall be assigned to grantee for the benefit of the holder of said note....

When the obligations of Grantor.s. under this Trust Deed are fully paid and discharged, the grantee shall reconvey said premises to Grantor.s. upon receiving his reasonable charges therefor. And in case of the death, resignation, removal from said County of Kankakee, or inability to act, of said Grantee, then the Recorder of Deeds of said County is hereby appointed successor in trust with the same power and authority as is hereby vested in said grantee.

It is also agreed that the Grantor S. . shall pay all costs and attorney's fees incurred by the grantee, or the holder 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 or a holder of said note....

Witness the Hand.s. and Seal.s. of said Grantor.s., this 1st day of December A. D. 1987

(SEAL) Walter Brown Sr (SEAL)
Walter Brown, Sr.

(SEAL) Esther Brown (SEAL)
Esther Brown

STATE OF Georgia ss.
Bible County,

I, _____ a Notary Public in and for said County in the State aforesaid do hereby certify that 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 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.

Given under My Hand and Notarial Seal this 7 day of December A. D. 1987

Jim Regnier
Prepared by: Peoples Bank Marycrest
185 North St. Joseph
Kankakee, Illinois 60901

Deane Randall
Notary Public

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Notarized

Notarized

Notarized

Notarized

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$12.25
T#2222 TRAN 0346 01/22/88 14:46:00
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COOK COUNTY RECORDER

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