

UNOFFICIAL COPY

30113746

This Indenture**Witnessed, That the grantor**

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Women

of the Village of Arlington Heights, in the County of Cook, and State of Illinois
 for and in consideration of the sum of Fifteen Thousand and 00/100 Dollars
 in hand paid, CONVEY and WARRANT to CAPITOL BANK AND TRUST,
4801 West Fullerton Avenue of the City of Chicago County
 or Cook and State of Illinois the following described real estate, to wit:

Lot 222 in Northgate - Unit 2, being a Subdivision in the Southeast 1/4 of
 Section 8, Township 42 North, Range 11, East of the Third Principal Meridian,
 in Cook County, Illinois.

Property Address: 2731 North Dryden, Arlington Heights, Illinois
PIN # 03-08-409-009

RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF COOK

96-2521-1-045-# H 114-9
JG AC 01 06/01/90 File No. 10001

30113746

situated in the Village of Arlington Heights, 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 after 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 KATHLEEN PETRIDIS, A Single Woman is the grantor
 hereto is the holder of a Promissory Note, bearing even date herewith, payable to the order of
CAPITOL BANK AND TRUST, 4801 W. Fullerton Avenue, Chicago, Illinois.
Sixty (60) payments of \$43.70 per month, commencing April 1, 1990
and every month thereafter until maturity.

Note. If default be made in the payment of the said note, then the Promissory Note, or of any part thereof, or the interest therein, or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of non-payment of same or payment on said premises, or of a breach of any of the covenants or agreements herein contained, then in such case the whole of said principal sum and interest, secured by the said note, shall thenceforth, 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 of either of them, it shall be lawful for the said grantee, or his successor in trust, to either enter 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 a bill in any court having jurisdiction thereof against the said party of the first part, or his 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 commissioners, 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, or person who may be appointed to execute this trust, and ~~successively~~ ^{successively} to pay attorney's and solicitor's fees, and all other expenses of this trust, including all moneys advanced for insurance, taxes and other liens 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 overplus, if any, unto the said party of the first part, or his heirs, executors, administrators and assigns, or reasonable request, and it shall not be the duty of the purchaser to sue to the application of the purchase money.

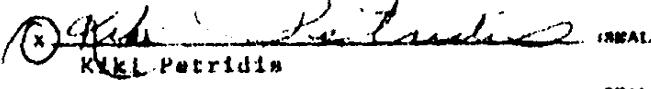
And it is further provided and agreed, that upon the filing of any bill of complaint in any court having jurisdiction thereof, to foreclose this Trust Deed, such court may at once upon application therefor, appoint CAPITOL BANK AND TRUST, or any suitable person, receiver, with power to receive and collect 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 receivers, and such 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, 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, or the holder of said note, may pay 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, accrued to be paid by this Trust Deed.

Whereas The said note and all expenses accruing under this Trust Deed shall be fully paid, the said grantee or his successor or legal representatives shall repossess all of said premises remaining unpaid to the said grantee, or his heirs, executors, or assigns, upon receiving reasonable charges therefor. In case of the death, resignation, removal from said office, or other inability to act of said grantee, then CAPITOL BANK AND TRUST

of said note, or its successors, is hereby appointed and made successor in trust herein, with like power and authority, as to hereby vested in said note. I agree that said grantee, or his heirs, executors, or assigns, shall pay all costs and attorney's fees incurred or paid by said 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, 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 holder and seal of the said grantor, this 23rd day of February, A.D. 90

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 (REAL)
 KATHLEEN PETRIDIS (REAL)

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State of Illinois }
County of Cook } ss.

3. Jim Runas, A Notary

in and for said County, in the

State aforesaid, Do hereby Certify, That Kiki Petridis

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 she signed, sealed and delivered the said instrument
as her 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 Notary seal, this

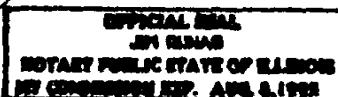
23rd

day of

February

A. D. 19 90

Jim Runas
NOTARY PUBLIC



30113746

TRUST DEED

STATUTORY FORM
With Clause for Receiver and Insurance

Kiki Petridis

2731 N. Dryden
Arlington Heights, Illinois
TO

CAPITOL BANK AND TRUST

4801 W. Fullerton Avenue
Chicago, Illinois 60639

MAIL TO:

CAPITOL BANK AND TRUST
4801 W. Fullerton Avenue
Chicago, Illinois 60639

Attention: Installment Loan Dept.