

This Indenture Between, Carmen Colon

UNOFFICIAL COPY

of the City Of Chicago in the County of Cook and State of Ill
for and in consideration of the sum of Seven thousand three hundred ninety five 15/00 Dollars
in hand paid, CONVEY and WARRANT to Capitol Bank & Trust
4801 W. Fullerton Ave. Chgo, Il. of the City Of Chicago County
of Cook and State of Ill, the following described real estate, to-wit:

Lot 319 in Kostner and Zander's section line addition
in the North 1/4 of the south west 1/4 of the north west 1/4
of section 27, Township 40 North, Range 13, East of the third
principal Meridian, in Cook County, Il.
Property located @ 2932 North Keating, Chicago, Il. 60641

Pin # 13-27-115-028

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

herby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of
and all right to retain possession of said premises after 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 Carmen Colon Grantor
is justly indebted upon Her Promissory Note, bearing even date herewith, payable to the order of

Capitol Bank & Trust 4801 West Fullerton Ave. Chicago
Il. 60639 in the amount of \$7395.15 @ 8.75 simple interest
with 30 monthly payments of 268.63 commencing on August 15, 1994
and a final payment of 268.63 On January 15, 1997

07.854
66.80

94601394

Now, if default be made in the payment of the said her Promissory Note, or of any part thereof, or the interest thereon,
or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste, or 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 case the whole of said principal
sum and interest, secured by the said Her 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 enter into and upon and take possession of the premises herebefore 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 or bills in any court
having jurisdiction thereof against the said party of the first part, Her 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,
as such trustee or as special commissioner, or otherwise, under order of court, and out of the proceeds of any such sale to 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 Reasonable Dollars attorney's and solicitor's fees, and also 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, her 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 enforce this
Trust Deed, such court may at once upon application therefor, appoint Capitol Bank & 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 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
moneys 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 re-convey all of said premises remaining unsold to the said grantor or Her heirs 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 & Trust

is hereby appointed and made successor in trust herein, with like power and authority, as is hereby
vested in said grantor. It is agreed that said grantor shall pay all costs and attorney's fees incurred or paid by said grantor 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 hand and seal of the said grantor, this 14th day of July A.D. 94

X Carmen Colon (SEAL)
Carmen Colon
X _____ (SEAL)

2350
D.P

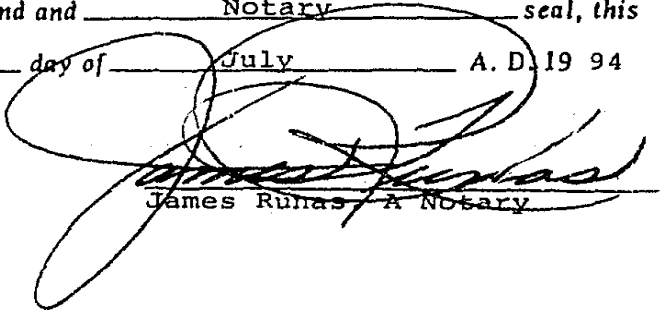
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State of Ill. } ss.
County of Cook } J. James RUNAS

_____ in and for said County, in the
State aforesaid, Do Hereby Certify That Carmen COLON
2932 North Keating, Chicago, Il. 60641

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 _____ Notary seal, this
14th day of July A. D. 19 94


James Runas, A Notary

DEPT-01 RECORDING \$23.50
T#8888 TRAN 9332 08/04/94 14:08:00
#9391 # JB * - 94 - 691394
COOK COUNTY RECORDER

TRUST DEED

STATUTORY FORM
With Clause for Receiver and Insurance

Carmen Colon

2932 North Keating
Chicago, Il. 60641

Capitol Bank & Trust

4801 W. Fullerton Ave.
Chicago, Il. 60639

Prepared By L. Fandre



Property of Cook County Clerk's Office

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