

# UNOFFICIAL COPY

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TRUST DEED—INSURANCE, RECEIVER AND RENTS.  
NO. 205-R  
FOR ONE OR MORE NOTES, WITH OR WITHOUT COUPONS (ILLINOIS) REVISED TO MARCH 1936

This Indenture Witnesseth, That the grantor, Oscar L. Bettini,  
and Lillian M. Bettini, His Wife,

In consideration of One and no/100—  
\$1.00....., I, hand paid, CONVEY....., and WARRANT..... to THE NORTHLAKE BANK,  
Trustee of Cook County, Illinois, and to his

successors in trust, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus, and all fixtures, together with the rents, profits and income thereof, and everything appurtenant thereto, situated in the County of Cook, in the State of Illinois, to wit:  
Lot 29 in Block 14 in Section 2 of Country Club Addition to Midland Development Company's Northlake Village, a Subdivision of the Southwest quarter (except the South 100 rods) the South half of the Northwest quarter and the Southwest quarter of the Northeast quarter of Section 32, Township 40 North, Range 12 East of the Third Principal Meridian.

Herby releasing and.... all rights under and by virtue of the homestead exemption laws of the State of Illinois:

In Trust, for the purpose of the performances of the covenants and agreements herein set forth.

Whereas, the grantor, Oscar L. Bettini and Lillian M. Bettini, His Wife, justly indebted upon the principal promissory note..... bearing even date herewith, payable to the order of THE NORTHLAKE BANK

Said interest is further evidenced by interest notes of proper number and amount.

Both principal and interest notes bear interest at the rate of seven per cent per annum after maturity, and are payable in lawful money of the United States of America, at the office of THE NORTHLAKE BANK, in Northlake, Illinois, or at such other place as the legal holder thereof may from time to time in writing appoint.

The Grantor..... agrees..... as follows: (1) to pay said indebtedness, and be in rest thereon as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay, prior to the first day of July in each year, 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) to keep all premises in good condition and repair without waste and free from obstruction, and to keep all trees and shrubs well pruned and trimmed; (5) to complete within a reasonable time any and all buildings now or hereafter erected on said premises, and to keep all fixtures and equipment in good condition; (6) to pay all taxes, assessments, and expenses against said premises, and to render to the legal holder of the indenture secure hereby, with loss clause payable to the grantee herein as his interest may appear, and all such policies shall be deposited and remain with the legal holder of the indenture as security hereby. The grantee is empowered to adjust, compromise, submit to arbitration and appraise and collect, and apply to the reduction of said indebtedness, any claim for loss arising out of any insurance policy covering said premises, or to any other liability arising out of the same, and to deduct the same from the amount of said indebtedness, and to apply the same to the payment of said indebtedness, and deliver surety receipts, releases and other writings, shall be retained to complete and accomplish such adjustment, claim, valuation, compromise, appraisal and collection. In case of foreclosure hereof, each such insurance policy may be endorsed or rewritten so as to make low thereunder payable to the decree creditor or creditors or after sale pursuant to such decree to the holder of the Master's certificate of sale, and such decree may so provide.

In case of default therein the grantee, or the holder of said indebtedness, or any part thereof, may, but is not obliged to, make any payment or perform any act hereinbefore required of the grantor....., and may, but is not obliged to, purchase, discharge, compromise or settle any tax lien....., or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises and when so doing, is not obliged to inquire into the validity of any tax, assessment, tax, sale, forfeiture, or lien or title or claim thereof. If any building or other improvement upon said premises, at any time, shall not be completed within a reasonable time, the trustee....., or any such holder may cause the completion thereof in any form and manner deemed expedient. All money paid for any of the aforesaid purposes and all expenses paid..... incurred in connection therewith, shall be attorney's fees and any other amounts advanced by the grantee or such holder to protect the lien hereof, and reasonable compensation for each matter concerning which action has been taken, and so much additional indebtedness secured hereby, immediately due and payable without note, with interest at seven per cent per annum.

In the event of a breach of any of the aforesaid agreements, the whole of said indebtedness, including principal and all earnings thereon, shall be at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the time of such breach at seven per cent per annum, all to be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had been matured by express terms. All expenses and disbursements, paid or incurred in behalf of complainant in connection with proceedings for the foreclosure hereof— including reasonable solicitor's fees, outlays for documentary title, or stenographer's charges, cost of procuring or completing abstract showing the whole title to said premises— shall be paid by the grantor....., and the like expenses and disbursements occasioned by any suit or proceeding wherein the grantee, or any holder of any part of said indebtedness, as such, may be a party or reason hereof shall also be paid by the grantor....., all of which expenses and disbursements shall be an additional lien upon the property, and held in account in any debt which may be rendered in such foreclosure, or otherwise. The grantee....., waives..... all right to the possession of, and interest from, said premises pending such foreclosed proceedings, and continues..... in the full possession of the same. The grantee....., or any holder of the same, may sue for, or otherwise collect such rents, and disbursements, as may be due and payable, and without notice, and without regard to the value of the same, and irrespective of the solventy of any person or the adequacy of the security, with all usual powers and duties of Receivers, and that said Receiver may continue in office during the pendency of said foreclosure and thereafter until redemption made or the last of Deed in case of sale, and may collect rents, after or prior to sale and premises, and put and maintain them in their best condition and out of the income, may pay expense of Receiver's necessary expenses, and may do all such acts as are necessary to collect the same, and to sue after foreclosing and repairing and maintaining the same, and do whatever the grantee or holder authorized to pay and do. The net income, or any part thereof, may be applied from time to time on any foreclosed premises entered in such proceedings, and in case of a sale and deficiency, the deficiency, whether there be a decree therefor in personam or not, and whether any subsequent owner of the equity of redemption be liable therefor or not, shall be paid out of the net income remaining at the termination of the Receivership.

As additional security the grantor....., hereby assigns..... all the rents, leases and profits arising to arise out of said premises to the grantee herein and authorizes..... him, in his own name as assignee, or otherwise, to receive, sue for, or otherwise collect such rents, leases and profits, to serve all notices which may be or become necessary to institute forcible detainer proceedings, to receive, possess, lease, and re-lease said premises, or any portion thereof, for such term or terms, and upon such conditions as he may deem proper, and apply the proceeds thereof, first, to the payment of the expense of operating and charges against said premises; and, second, to the payment of the indebtedness hereby secured rendering the surplus, if any, to the grantor..... If and when the indebtedness hereby secured shall have been fully paid.

In The Event of the death or permanent removal from said..... Cook County of the grantee, or his refusal or failure to act then of said..... Cook County, or if said..... Cook County is hereby made first successor in this trust, and invested with all the title and the powers granted to said grantee, and if for any like cause said first successor also shall fail of to act, the person who shall then be the living Recorder of Deeds of said..... Cook County, or if said..... Cook County is hereby made second successor in this trust with the title and powers.

When all of the aforesaid agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charge.

This True Deed and all provisions herein, shall extend to and be binding upon the grantor..... and all persons claiming under or through the grantor.....

Witness the hand..... and seal..... of the grantor..... this..... 27th..... day of..... May..... A.D. 19..... 71.

X Oscar L. Bettini (SEAL)  
X Lillian M. Bettini (SEAL)  
X (SEAL)

\*To be stricken out if no interest coupons are used

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State of Illinois }  
County of Cook } ss.

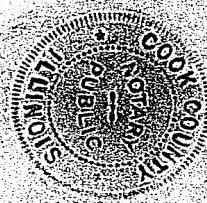
I, Gertrude Bramer, a NOTARY

PUBLIC in and for said County in the State aforesaid, Do hereby certify,  
that Oscar L. Bettini and Lillian M. Bettini,  
His Wife,

, personally known to  
me to be the same persons whose names are \_\_\_\_\_ subscribed to the foregoing  
Instrument, appeared before me this day in person and acknowledged that they  
signed, sealed, and delivered the said Instrument as their free and voluntary  
act, for the uses and purposes therein set forth, including the release and waiver  
of the right of homestead.

Signed under my hand and Notarial seal this 27th  
day of May, A. D. 19 71

Gertrude Bramer  
Notary Public.



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JUN-23-71 250906 • 21521496 C - Rec 5.00

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Trust Deed

Oscar L. Bettini

to

THE NORTHLAKE BANK



END OF RECORDED DOCUMENT