

# UNOFFICIAL COPY

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TRUST DEED—INSURANCE, RECEIVER AND RENTS. No. 206-R  
FOR ONE OR MORE NOTES, WITH OR WITHOUT COUPONS—(ILLINOIS) REVISED TO MARCH 1936

**This Indenture Witnesseth,** That the grantor, Eugene Hayes and  
Glória Hayes (his wife) of Cook County, Illinois,  
 in consideration of Three Thousand Seven Hundred Ninety Nine Dollars and 74/100 Dollars  
 ( \$ 3799.74 ), in hand paid, CONVEY S and WARRANT S to Madison Bank and Trust Company  
 Trustee, of city of Chicago (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 569 in E. A. Cummings and Company's 63rd Street  
Subdivision of W. 1/2 S.E. 1/4 of Section 18, Township 38 North,  
Range 14.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois:

**In Trust,** nevertheless, for the purpose of securing performance of the covenants and agreements herein set forth.

Whereas, the grantor, Eugene Hayes and Glória Hayes (his wife)

has indebted upon ONE principal promissory note, bearing even date herewith, payable to the order of  
in 60 monthly payments 1 at \$62.99 and 59 @ \$63.25 until the full  
amount is paid.

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 Madison Bank and Trust Company in city of Chicago  
 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 the interest 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, all taxes and assessments against said premises, and, on demand, to exhibit receipts  
 therefor; (3) within sixty days after destruction or damage to, or loss of, all buildings or improvements on said premises that may have been destroyed or damaged; (4)  
 to keep said premises in good condition and repair without waste and free from any mechanics' or other liens or claims of lien; (5) to complete within a reasonable time any  
 and all buildings now or at any time in process of erection on said premises; and (6) to keep all buildings at any time on said premises insured against loss by fire, lightning  
 and tornado to their full insurable value, in compliance to be approved by the legal holder of the indebtedness secured hereby, with loss clause payable to the grantee herein as  
 his interest may appear, and all such policies shall be deposited and retained with the legal holder of the indebtedness secured hereby. The grantee is empowered to adjust, com-  
 promise, submit to arbitration and appraisal, and collect, and apply to the reduction of said indebtedness any claim for loss arising under any insurance policy covering said  
 premises; and to that end the grantee is irrevocably appointed the attorney in fact of the grantor, and in \_\_\_\_\_ name, and agreed to execute  
 and deliver such receipts, releases and other writings as shall be requisite to completely accomplish such adjustment, compromise, arbitration, appraisal and collection. In  
 case of foreclosure hereof each such insurance policy may be endorsed or rewritten so as to make loss 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 person, firm, or corporation, may, but is not obliged to, make any payment or perform any act herein-  
 before required of the grantor, and may, but is not obliged to, purchase, discharge, compromise, settle any tax lien or other lien or title or claim thereof, or redeem from  
 any tax sale or forfeiture affecting said premises and when doing so, 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 moneys paid for any of the aforesaid purposes and all expenses paid or incurred in connection therewith,  
 including attorneys' fees, and any other moneys advanced by the grantee or such holder to protect the interest, and reasonable compensation for each master concerning which  
 action herein authorized may be taken, shall be so much additional indebtedness secured hereby, immediately due and payable without notice, 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 earned interest shall, 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, shall be recoverable  
 by foreclosure hereof, or by suit at law, or both, the same as if all said indebtedness had been matured by express term. All expenses and disbursements, paid or incurred in  
 behalf of complainant in connection with proceedings for the foreclosure hereof—including reasonable solicitor's fees, or days for documentary evidence, stenographer's charges,  
 cost of procuring or of completing abstract showing the whole title to said premises—shall be paid by the grantor, together with 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 by reason whereof shall also be paid by the grantor; all  
 of which expenses and disbursements shall be an additional lien upon said premises, and included in any decree ultimately made in such foreclosure proceeding. The  
 grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and consents that upon the filing of a bill to fore-  
 close this Trust Deed, the grantee or some other suitable person or corporation may be appointed Receiver of said premises, with full power, and without complaint being  
 required to give any bond, whether the premises be then occupied as a homestead or not, and irrespective of the solvency of any person or the adequacy of the security, with the  
 usual powers and duties of Receiver, and that said Receiver may continue in office during the pendency of said foreclosure and thereafter until redemption made or the lease of  
 Deed in case of sale, and may collect rents, alter or repair said premises and put and maintain them in first class condition and out of the net income, may pay expenses of  
 Receiver, insurance premiums, all taxes and assessments which are a lien or charge at any time during the Receivership, cost of such alterations and repairs, and may also  
 pay and do whatever the grantee is hereby authorized to pay and do. The net income, or any part thereof, may be applied from time to time to any foreclosure decree 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, issues and profits arising or to arise out of said premises to the grantee herein and authorize \_\_\_\_\_  
 him, in his own name as assignee, or otherwise, to receive, sue for, or otherwise collect such rents, issues 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 indebted-  
 ness hereby secured rendering the overplus, 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 \_\_\_\_\_ County of the grantee, or his refusal or failure to act there-  
 upon, \_\_\_\_\_ of said \_\_\_\_\_  
 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 to  
 refuse to act, the person who shall then be the acting Recorder of Deeds of said \_\_\_\_\_ County is hereby made second successor  
 in this trust with like 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  
charges.

This Trust Deed and all provisions hereof, 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 7 day of July, A. D. 19 71

Eugene Hayes (SEAL)  
Glória Hayes (SEAL)  
 (SEAL)  
 (SEAL)

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

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1971 JUL 19 AM 10 16 *John H. Elza*

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State of Illinois }  
County of DuPage } ss.



I, James S. Elza, a NOTARY PUBLIC in and for said County in the State aforesaid, **Do Herby Certify**, that Eugene Hayes and Gloria Hayes (his wife)

....., personally known to me to be the same person. S whose name 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.

Given under my hand and Notarial seal this 7 day of July, A. D. 19 71.

*James S. Elza*  
Notary Public.

MY COMMISSION EXPIRES 5-1-74

5.00 E

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Trust Deed

Eugene Hayes and Gloria Hayes (his wife)

Madison Bank and Trust Company



END OF RECORDED DOCUMENT