

UNOFFICIAL COPY

21 618 270

This Indenture Witnesseth,

and Lemmie Davis, his wife, That the grantor Roosevelt Davis

In consideration of One and no/100 of Cook County, Illinois

THE NORTHLAKE BANK Cook County, Illinois, and to his successors in trust, the following described real estate, 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, Illinois, to wit: Lots 52 and 53 in Cummings & Fargo's addition to Maywood in Section 10, Township 39 North, Range 12 East of the Third Principal Meridian

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, S. Roosevelt Davis and Lemmie Davis, his wife, Justly indebted upon their 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. The 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 THE NORTHLAKE BANK, Northlake, Illinois, or at such other place as the legal holder thereof may from time to time in writing appoint.

The grantor, S. Roosevelt Davis, 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 to keep said premises in good condition and repair without waste and free from any mechanic's or other liens or claims of lien; (3) to complete within a reasonable time any and all buildings now or hereafter to be erected on said premises; and (4) to keep all buildings at any time on said premises insured against loss by fire, lightning and tornado to their full insurable value in companies to be approved by the legal holder of the indebtedness secured hereby, with loss clause payable to the grantor herein as grantor, S. Roosevelt Davis, shall be deposited and remain with the legal holder of the indebtedness secured hereby, with loss clause payable to the grantor herein as grantor; and to that end the grantor is hereby appointed attorney in fact of the holder of the indebtedness secured hereby, with authority to adjust, compromise and deliver such receipts, releases and other writings shall be requisite to completely accomplish such adjustment, compromise, arbitration, appraisal and collection. In case of foreclosure hereof each such insurance policy shall be assigned 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 certificate of sale, and such decree may so provide.

In case of default therein the grantor, S. Roosevelt Davis, or any part thereof, may, but is not obliged to, purchase, discharge, compromise or settle any tax lien or other lien or title or claim hereinafore required of the grantor, and may, but is not obliged to, purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises as when so doing, is not obliged to inquire into the validity of any tax, assessment, tax sale, foreclosure, or lien or title or claim 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 attorney's fees, and any other moneys advanced by the grantor or such holder to protect the lien hereof, and reasonable compensation for each matter 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, 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 documents and disbursements, paid or incurred in cost of procuring or of completing abstracts showing the whole title to said premises, shall be paid by the grantor, S. Roosevelt Davis, and the like expenses and disbursements occasioned by any suit or proceeding wherein the grantor, or any holder of any part of said indebtedness, as such, may be a party by reason hereof shall also be paid by the grantor, S. Roosevelt Davis, as well as all costs of such proceedings, and in such foreclosure proceedings, and consent thereto, that upon the filing of a bill to foreclose this Trust Deed, the grantor or some other suitable person or corporation may be appointed Receiver of said premises, without notice, and without complaint being required to give any bond, whether the premises be then occupied as a homestead or not, and in the event of the appointment of any person or of the adequacy of the security, with the usual powers and duties of Receiver, and that said Receiver may continue in office during the term of said foreclosure and thereafter until redemption made or the licensee of Doed in case of sale, and may collect rents, after or repair said premises and put and maintain them in first class condition and out of the income of the security, with the 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 on any foreclosure decree entered of redemption be liable therefor or not, shall be paid out of the net income remaining at the termination of the Receiver's term.

An additional security the grantor, S. Roosevelt Davis, hereby assigns, conveys, and otherwise collect such rents, issues and profits, with all notices which may be or become necessary to 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 overplus, if any, to the grantor, S. Roosevelt Davis, 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, Illinois, of the grantor, S. Roosevelt Davis, or his refusal or failure to act then he is hereby made first successor in this trust, and invested with all the title and the powers granted to said grantor, and if for any reason said first successor also shall fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said Cook County, Illinois, shall be deemed to be the acting Recorder of Deeds of said Cook County, Illinois, and shall be deemed to be the acting Recorder of Deeds of said Cook County, Illinois, and shall be deemed to be the acting Recorder of Deeds of said Cook County, Illinois.

When all of the aforesaid agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled, according to his reasonable charges. This Trust Deed and all provisions hereof, shall extend to and be binding upon the grantor, S. Roosevelt Davis, and all persons claiming under or through him, and his heirs, assigns, and assigns, and shall be deemed to be a part of the original agreement between the parties hereto, and shall be deemed to be a part of the original agreement between the parties hereto, and shall be deemed to be a part of the original agreement between the parties hereto.

Witness: the hand, and seal, of the grantor S. Roosevelt Davis, this Ninth day of September, A. D. 1917.

X. Roosevelt Davis
L. Lemmie Davis

To be stricken out if no interest coupons are used (SEAL)

PROPER OFFICE

21 618 270

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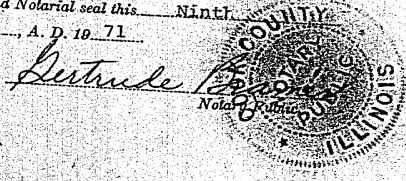
State of Illinois
County of Cook } ss.

I, Gertrude Bramer

a NOTARY
PUBLIC in and for said County in the State aforesaid, Do Hereby Certify,
that Roosevelt Davis and Lemmie Davis, 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 volun-
tary 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 Ninth
day of September, A. D. 19 71.



Sidney R. Olson
Notary Public

1971 SEP 13 AM 9 49
SEP-13-71 294662 • 21618270 • A — Rec 5.10



Trust Deed

MAIL TO
ROOSEVELT DAVIS and LEMMIE DAVIS

TO

THE NORTHLAKE BANK

21618270

END OF RECORDED DOCUMENT