

# UNOFFICIAL COPY

TRUST DEED—INSURANCE, RECEIVER AND RENTS. No. 206-R  
FOR ONE OR MORE NOTES, WITH OR WITHOUT COUPONS (ILLINOIS) REVISED TO MARCH 1932

21 731 706

## This Indenture Witnesseth,

That the grantor, Alfred L. Smith  
of Cook County, Illinois,

In consideration of \_\_\_\_\_ Dollars  
(\_\_\_\_\_), in hand paid, CONVEY and WARRANT to Raymond Clifford, Trustee and  
Daniel J. Campion, Successor Trustee, of \_\_\_\_\_ 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:

A one-fourth undivided interest in and to Lot 19 in Block 2 in Weller's  
Subdivision of the West half of the West half of the North East quarter  
of Section 9, Township 39 North, Range 13, East of the Third Principal  
Meridian (except the North 22 acres thereof) in Cook County, Illinois

and by 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  
is indebted upon \_\_\_\_\_ principal promissory note, bearing even date herewith, payable to the order of ABC Construction Co.  
for the principal sum of \$2185.90 - Two Thousand One Hundred Eighty Five and 90/100  
Dollars to be payable in installments as follows: Thirty Six and 44/100 Dollars  
on the 30th day of December, 1971 and Thirty Six and 44/100 Dollars on the 30th  
day of each and every month thereafter, except that the final payment if not  
sooner paid, shall be due on the 30th day of November, 1976.

506 N. Leanington

Said interest is further evidenced by interest note 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 Drexel in  
Illinois, or at such other place as the legal holder thereof may determine from time to time in writing appoint.

The Grantor agrees as follows: (1) to pay said indebtedness, and the interest thereon as hereth and in said notes provided, or according to any  
agreement extending time of payment; (2) to pay, prior to the \_\_\_\_\_ day of \_\_\_\_\_ 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 any building or improvements on said premises that may have been destroyed or damaged; (4)  
to keep said premises in good condition and repair without warranty from any mechanics or other liens or claims of lien; (5) to complete within a reasonable time any  
and all building 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 companies to be approved by the legal holder of the indebtedness secured hereby, with loss clause payable to the grantor herein as  
his interest may appear, and all such policies shall be deposited and remain with the legal holder of the indebtedness secured hereby. The grantor is empowered to adjust, com-  
promise, submit to arbitration and appraisal, and collect, and apply to the redemption of said indebtedness any claim for loss arising under any insurance policy covering said  
premises; and to that end the grantor is irrevocably appointed the attorney in fact of the grantor, for \_\_\_\_\_ and in \_\_\_\_\_, and needs 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 \_\_\_\_\_

In case of default therein the grantor, or the holder of said indebtedness, or any part thereof, may, but is not obliged to, make any payment or perform any act hereinafter  
before 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 forfeiture 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 moneys paid for any of the above purposes and all expenses paid or incurred in connection therewith,  
including attorneys' fees, and any other moneys advanced by the grantor or such holder to protect the interest 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, 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 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 evidence, stenographer's charges,  
cost of procuring or completing abstract showing the whole title to said premises—shall be paid by the grantor, and the litigation 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, all  
of which expenses and disbursements shall be an additional lien upon said premises, and included in any decree that may be rendered in such foreclosure proceeding. The  
grantor, \_\_\_\_\_, waives \_\_\_\_\_ all rights to the possession of, and income from, said premises pending such foreclosure proceedings, and, upon the filing of a bill to fore-  
close this Trust Deed, the grantor or some other suitable person or corporation may be appointed Receiver of said premises, and, upon notice, 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 issuance  
of Decree in case of sale, and may collect rents, after or before said premises are put and maintain them in first class condition, and out of the income, may pay expenses of  
Receivership, 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 grantor is hereby authorized to pay and do. The net income, or any part thereof, may be applied from time to time of 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 person is the 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.

An 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 authorizes \_\_\_\_\_  
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 necessary to  
institute for this default proceedings, to receive, possess, lease, and release 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 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 \_\_\_\_\_ County of the grantee, or his refusal or failure to \_\_\_\_\_  
Daniel J. Campion \_\_\_\_\_ County  
is hereby made first successor in this trust, and invested with all the title and the powers granted said grantee, and if for any like cause said first successor also shall fail  
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 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  
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 5th day of Nov. 1971

Alfred L. Smith (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)  
(SEAL)  
(SEAL)

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

21 731 786

RECORDS OF DEEDS  
COOK COUNTY ILLINOIS  
FILED FOR RECORDS

*Alfred L. Smith*  
1971 DEC 3 PM 12 22  
DEC-3-71 555477 • 21731706 • A — Rec

5.10

State of Illinois } ss.  
County of COOK }

I, Dan Stavins, a NOTARY  
PUBLIC in and for said County in the State aforesaid, Do Hereby Certify,  
that Alfred L. Smith

....., 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 he  
signed, sealed, and delivered the said Instrument as his free and volun-  
tary act, for the uses and purposes therein set forth, including the release and waiver  
of the right of homestead.

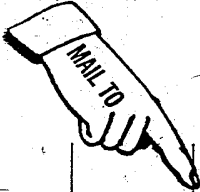
Given under my hand and Notarial seal this Nineteen day of November, A. D. 19 71

*Dan Stavins*  
Notary Public  
DAN STAVINS  
NOTARY PUBLIC  
COOK COUNTY ILLINOIS

Property of Cook County Clerk's Office

500 MAIL

21731706



**Trust Deed**  
ALFRED L. SMITH  
506 N. Leanington  
TO  
DREXEL NATIONAL BANK  
3401 South King Drive

END OF RECORDED DOCUMENT