

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

21 967. 907.

This Indenture Witnesseth,

That the grantor, sHoward C. Barnes and Anne Barnes, his wife----- of Cook County, Illinois,

In consideration of Two Thousand Three Hundred Thirty Three and 76/100 Dollars \$2,333.76, in hand paid CONVEY and WARRANT to THE NORTHLAKE BANK, Northlake, Illinois

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 36 (except the North 16 2/3 feet) and all of lot 35 in Block 12 in James H. Wallace's addition to Maywood in Section 15, 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, sHoward C. Barnes and Anne Barnes, 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. Both principal and interest notes are 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's covenants are 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 any building or improvement 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 mechanic's 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 companies to be appointed 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 remain with the legal holder of the indebtedness secured hereby. The grantee is empowered to adjust, compromise, submit to arbitration and appraisement, and collect, and agree to accept 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 attorney in fact of the grantor, S, for THE NORTHLAKE BANK, and in THE NORTHLAKE BANK, name, S, and to that end to execute and deliver such receipts, releases and other writings as shall be required to completely accomplish such adjustment, compromise, arbitration, appraisement and collection. In case of foreclosure hereof such insurance policy may be endorsed or written 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 part thereof, may, but is not obliged to, make any payment or perform any act herebefore required of the grantor, S, and may, but is not obliged to, purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereon, 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 thereon. 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 attorney's fees, and any other moneys advanced by the grantee or such holder, prove 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, without notice, become immediately due and payable, and with interest thereon at the rate of seven per cent per annum, shall be recoverable by foreclosure hereof, or by suit at law, or by both, the same as if all of said indebtedness had been matured by foreclosure 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 of completing abstract showing the whole title to said premises—shall be paid by the grantor, S, and the like expenses and disbursements occasioned by any suits or proceedings wherein the grantee, 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. 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, S, waives all right to the possession of, and income from, said premises pending such foreclosure proceeding, and consent that upon the filing of a bill to foreclose this Trust Deed, the grantee or some other suitable person or corporation may be appointed Receiver of said premises, without notice, and without complainant 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 Receivers, and that said Receiver may continue in office during the pendency of said foreclosure proceeding and thereafter until redemption made or the issuance of Deed in case of sale, and may collect rents, alter or repair said premises and put and maintain them in good condition and all of the income, may pay expenses of Receiver, insurance premiums, all taxes and assessments which are a lien or charge at any time during the Receiver's term 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 on any foreclosure decree entered in such proceedings, and in case of a sale and delivery, the deficiency, whether there be a decree therefor in possession or not, shall be due to 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 Receiver's term.

As additional security the grantor, S, hereby assigns all the rents, issues and profits arising or to arise out of said premises, and the proceeds of the sale 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 on 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, S, 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 grantor, or his refusal to act then THE NORTHLAKE BANK of said County, Illinois, 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 or refuse to act, the person who shall then be the sitting Recorder of Deeds of said Cook 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, S, and all persons claiming under or through the grantor.

Witness the hand, S, and seal, of the grantor, this 6th day of July, A. D. 19 72

Howard C. Barnes (REAL)
Anne Barnes (REAL)

*To be stricken out if no interest coupons are used

PROPERTY

21 967. 907.

Office

UNOFFICIAL COPY

RECORDER OF DEEDS
COOK COUNTY, ILLINOIS
FILED FOR RECORD

1972 JUL 10 AM 9 17

State of ILLINOIS }
County of COOK } ss.

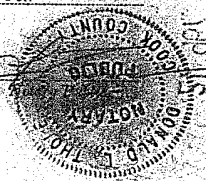
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5.10

I, Donald L. Thode, a NOTARY PUBLIC in and for said County in the State aforesaid, Do Herby Certify, that Howard C. Barnes and Anne Barnes, his wife-----

-----, personally known to me to be the same person... whose name... are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that the y... 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 6th day of July, A. D. 1972.



Property of Cook County Clerk's Office

500 MAIL

21967907

Trust Deed

HOMARD C. BARNES and ANNE, his wife

TO
THE NORTHLAKE BANK
26 West North Avenue
Northlake, Illinois 60164

RECORDED DOCUMENT