

21.264.062

TRUST DEED-
INSURANCE, RECEIVER AND FINES

No. 1206-RTD

UNIVERSITY PRINTING COMPANY
1418 EAST 62ND ST. CHICAGO

This Indenture Witnesseth, That the grantor s. BETTY JANE NANCE and MARVIN NANCE, her husband Cook County, Illinois,

in consideration of Seven Thousand and No/100 Dollars
(7,000.00 in hand paid, CONVEY and WARRANT to ELIZABETH J. KISELA
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 25 in E. A. Cummings Lawdale Avenue Subdivision of Lots 1 to 48 inclusive in Block 3 and Loys 1 to 46 inclusive in Blk 4 of George W. Cass' Subdivision of the West Half of the East half of the Northwest quarter of Sec. 35, Township 13 North, Range 13, East of the Third Principal Meridian (except the North 100 feet of the South Half thereof) in Cook County, Illinois

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. BETTY JANE NANCE and MARVIN NANCE, her husband, are justly indebted upon one principal promissory note bearing even date herewith, payable to the order of Bearer in the sum of Seven Thousand Dollars, due ten years after date hereof with interest at the rate of five per centum per annum, payable monthly in installments of \$100.00 per month or more.

Such 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 equal installments of the United States of America, at the office of Medard A. Kusman in Chicago Illinois, or at such place as the legal holder thereof may from time to time in writing appoint.

The Grantor s. 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 of damage to rebuild or restore 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 insanitary or other liens or claims; (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 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, compromise, submit to arbitration, or to accept, and collect, and apply to the reduction of said indebtedness any claim for loss arising under any insurance policy covering said premises; and that the grantor is irrevocably appointed the attorney in fact of the grantor ELIZABETH J. KISELA and in their name s. and acted to execute and deliver such receipts, releases and other writings as shall be requisite to completely accomplish such adjustment, compromise, arbitration, or payment 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 trustee 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 grantor, or the holder of said indebtedness, or any part thereof, may, but is not obliged to, make any payment or perform any act heretofore 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 otherwise 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 Trust, or any such holder may cause the completion thereof in any form and manner deemed any other moneys advanced by the grantor or such holder to protect a lien hereof, and reasonable compensation for each matter concerning which action herein authorized may be taken, shall be so much additional interest 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 the 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 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 grantor, or any holder of any part of said indebtedness, as such, may be a party or person 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 s. waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and consent, 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 repair said premises and put and maintain them in first class condition and out of the income, may pay expenses of Receivership, collect rents, after or repair said premises and put and maintain them in first class condition and out of the income, may pay expenses of Receivership, and may also pay and do whatever the grantor is hereby authorized to pay and do. The net income, or amount thereof, may be applied from time to time on 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 s. hereby assigns all the rents, issues and profits arising or to arise out of said premises to the grantor herein and authorizes him, in his own name as assignee, or otherwise, to receive, use for, or otherwise collect such rents, issues and profits, to serve all notices which may be or become necessary to institute foreclosure 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 and to render 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 grantor, or his refusal or failure to act then Medard A. Kusman of said Cook County, 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 like cause 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 is hereby made second successor in this trust with like title and powers.

When all of the aforesaid agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled, or 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 s. of the grantor s. this 8th day of December, A. D. 19 69

* Marvina D. Nance (SEAL)
* Betty J. Nance (SEAL)

(SEAL)

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

21.264.062

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State of ILLINOIS
County of COOK

I, MEDARD A. KUSHMAN, a NOTARY
PUBLIC in and for said County in the State aforesaid. Do Hereby Certify,
that BETTY JANE NANCE and MARVIN NANCE, her husband

_____ 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
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 8th
day of December, A. D. 19 69

Medard A. Kushman
Notary Public.



Sidney R. Olson

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TRUST DEED
NANCE ET AL
TO
KISELA



KUSHMAN & KUSHMAN
ATTORNEYS AT LAW
4147 WEST 26th ST. 5th FL. 60632
CHICAGO, ILLINOIS

21264062

END OF RECORDED DOCUMENT