

TRUST DEED—INSURANCE RECEIVER AND RENTS. No 206-R  
FOR ONE OR MORE NOTES, WITH OR WITHOUT COUPONS (ILLINOIS) REVISOR TO MARCH 1930

21 205 755

This Indenture Witnesseth,

and Irma Gomez, his wife  
In consideration of Five Thousand Fifty Three and 00/100  
(\$5053.00) in hand paid, CONVEY and WARRANT to A. W. Wallace  
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 thereon, and everything appurtenant thereto, situated in the County of Cook in the State of Illinois, to wit:  
Lot 9 in S. 1 of Block 16 in Canal Trustees Subdivision of Section 7, Township  
22 North, Range 11.

Hereby giving 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.

Whose grantor S. Jacinto Gomez and Irma Gomez, his wife

Justly indebted on principal promissory note bearing even date herewith payable to the order of Mercantile Builders, Inc.,  
and by said promissors duly signed and delivered. Said note is in the amount of  
\$5053.00 and is due and payable in 60 successive monthly payments of \$84.23 each  
except the final installment which is due on this note. Said payments commence  
on the 30th day of November, 1929 and on the same day of each and every month there-  
after until paid. Said note bears interest at the highest lawful rate after maturity.

This principal and interest notes bear interest at the rate of six per cent per annum after maturity, and are payable in lawful money of the United States of America,  
at the office of Sears Bank and Trust Company, 1101 N. Washington St. in Chicago,  
Illinois, or at such other place as the holder hereafter may from time to time designate.

The Grantors agree 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 February of each year, all taxes and assessments against said premises and, on demand, to exhibit receipts  
therefor, (3) to keep said premises in good condition and repair without waste and free from any and all other liens or claims of title, (4) to complete within a reasonable time any  
and all buildings now or at any time in process of erection on said premises, and (5) 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 said indebtedness secured hereby, with loss cause payable to the grantor herein as  
his interest may appear, and all such policies shall be deposited and remain with the 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 reduction of said indebtedness any claims 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 holder of the indebtedness secured hereby, and in the name of the holder of the indebtedness  
and of the holder of the insurance policy may be endorsed or rewritten as to make loss thereunder payable to the holder of the indebtedness secured hereby, and to execute and file  
in case of foreclosure hereof each such insurance policy may be endorsed or rewritten as to make loss thereunder payable to the holder of the indebtedness secured hereby.

In case of default therein the grantor, or the holder of said indebtedness, or any part thereof, may, at his or her option, be obligated to, make any payment or perform any act herein-  
before required of the grantor, and may, but is not obliged to, purchase, discharge, extinguish or waive, and pay for, any and all other liens or title or claims 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 such lien or title or claim, or to redeem from  
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, as well as all expenses paid or incurred in connection therewith,  
including attorney's fees, and any other monies advanced by the grantor or such holder to protect the lien hereof, shall be a first lien in priority to all other liens, and the holder  
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 unpaid 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, in the name of the holder of said indebtedness as provided by express terms. All repairs and disbursements, paid or incurred in  
default of complainant in connection with proceedings for the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges,  
cost of printing or of completing abstract showing the whole title to said premises, shall be paid by the grantor, and all other 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 shall have all right to the possession of and income from, said premises pending such foreclosure proceedings and consent of the holder of the security, but 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, without notice, and without complaint being  
required to give any bond, whether the premises be then occupied as a household or not, and irrespective of the activity of any person or the adequacy of the security, or the insolvency  
of the grantor, and shall have the usual powers and duties of receivers, and that said receiver may continue to manage during the pendency of said foreclosure and thereafter until redemption of the mortgage  
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 proceeds of any sale or lease of the premises  
received, 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 on any balance of debt remaining  
in such proceeding, and in case of sale and deficiency, the deficiency, whether there be a decree therefor in praesentia or not, and whether any subsequent part 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 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 or become necessary,  
to institute forcible detainer proceedings, to receive, possess, lease, and release said premises, or any portion thereof, for such terms 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  
secured hereby securing the overplus, if any, to the grantor, 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  
F. A. Faluso 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, 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 7th day of October, A.D. 19 29

S. Jacinto Gomez (SEAL)  
Irma Gomez (SEAL)

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

21 205 755


Office

# UNOFFICIAL COPY

State of Illinois }  
County of Cook } ss.

I, Henniotta Jindra, a NOTARY PUBLIC in and for said County in the State aforesaid, Do **Hereby Certify**, that Jacinto Gomez and Irma Gomez, his wife, personally known to me to be the same person and 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 15 day of October, A. D. 19 73.

*Henniotta Jindra*  


Property of Cook County Clerk's Office

OCT 8 PM 1 56  
OCT-8-70 132957  
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Box 123

## Trust Deed

Jacinto Gomez and Irma Gomez, his wife

TO

A. V. Wallace, Trustee



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END OF RECORDED DOCUMENT