

21 323 352

TRUST DEED

This Indenture Witnesseth, That the grantors GEORGE R. HALLBERG and PATRICIA D. HALLBERG, his wife

in consideration of the sum of \$25,300.00, in hand paid, CONVEY and WARRANT to LOUIS I. BRHM as Trustee, and to his successors in trust, (hereinafter referred to as the "grantee") the following described real estate, situated in the County of COOK in the State of Illinois, to-wit:

Lot 21 in Joan's Gardens, being a Subdivision of part of the West half of the Northwest quarter of Section 15, Township 42 North, Range 10, East of the 3rd P.M. in Cook County, Illinois

Together with the improvements thereon, including all heating, gas and plumbing apparatus, and all fixtures, together with the rents, income and profits thereof, and everything appurtenant thereto. 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 grantors are justly indebted upon their principal promissory note in the sum of \$25,300.00 of even date herewith, and payable to bearer as follows: One hundred twenty five & no/100 125.00 dollars to be paid on the 1st day of January, 1971, and ONE hundred twenty five and no/100 (\$125.00) dollars to be paid on the 1st day of each and every month thereafter and to continue until the entire principal sum and all accrued interest is fully paid, each payment to be applied first to payment of accrued interest and balance to principal, interest at the rate of five and one-half per cent per annum to be paid monthly and as herein provided on the whole amount of said principal sum remaining from time to time unpaid. That in addition to the payments provided for in Note secured hereby, Grantors agree to pay to the holder of said Note, on each monthly payment date, a sum equal to one-twelfth (1/12th) of the annual tax and assessment cost charged to said premises and of the annual premium for insurance carried on said premises in connection with said mortgage. Said holder to use such funds annually for the payment of said costs and if not sufficient, the grantor to pay such deficiency. Said holder shall not be required to inquire into the validity or accuracy of said tax, assessment or premium and shall not be required to advance sums in excess of the deposit of said grantor. Said holder shall not incur any personal liability for anything which he may do to or in connection herewith.

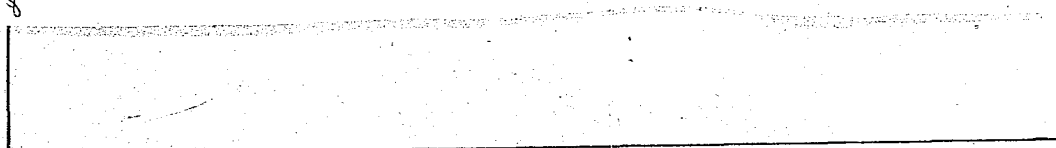
The grantor is given the right to prepay said indebtedness upon the terms and conditions specified in said Note.

The Grantors, agree as follows: (1) to pay said indebtedness, and the interest thereon as herein set in said note 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 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 mechanics' or other liens or claim 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 approved 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 appraisal, and settle and apply to the reduction 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 grantors for them and in their names and stead 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 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 hereinbefore required of the grantors 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 grantee 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 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, 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 plaintiff in connection with proceedings for the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or of completing opinion of title or title guarantee policy, showing the whole title to said property, and of minutes of foreclosure showing necessary parties to said foreclosure proceedings, shall be paid by the grantors, and the like expenses and disbursements occasioned by any suit or proceeding 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 grantors; 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

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foreclosure proceedings. The grantors waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, 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 plaintiff being required to give any bond, whether the premises be then occupied as a home-stead 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 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 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 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 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 to the extent possible be paid out of the net income remaining at the termination of the Receivership.

As additional security the grantors hereby assign all the rents, issues and profits arising or to arise out of said premises to the grantee herein 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 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 rendering the over-plus, if any, to the grantors if and when the indebtedness hereby secured shall have been fully paid. The Grantors agree that the holder hereof is hereby authorized to take immediate possession of the premises herein described upon any default hereunder, and to collect all rents and profits in connection therewith.

In The Event of the death or permanent removal of the grantee from the county in which said premises are situated, or his refusal, resignation, inability or failure to act then JOSEPHINE GROCKIS ROUND LAKE, 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 acting Recorder of Deeds of said county is hereby made second successor in this trust with all the title and powers.

When all of the aforesaid covenants 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 grantors and all persons claiming under or through the grantor. The plural of any word used herein shall include the singular number, and the singular shall likewise include the plural unless otherwise indicated by the context.

Witness the hands and seals of the grantors this 10th day of November, D. 1970

George R. Hallberg (SEAL)
George R. Hallberg
Patricia D. Hallberg (SEAL)
Patricia D. Hallberg

STATE OF ILLINOIS, ss.
County of COOK

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that GEORGE R. HALLBERG and PATRICIA D. HALLBERG, his wife

personally known to me to be the same person as who came 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 voluntary act, for the uses and purposes therein set forth, including the release and vesting of the right of homestead.

Given under my hand and Notarial Seal, this 10th day of November, A. D. 1970



Edith M. May

1970 NOV 20 AM 11 26
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TRUST DEED
INSURANCE, RECEIVER AND RENTS

GEORGE R. HALLBERG and PATRICIA D. HALLBERG, his wife

TO

LOUIS I. BEHM, as Trustee

MAIL TO
CHURCHILL & BAUMGARTNER
ATTORNEYS AT LAW
P. O. BOX 238
GRAYSLAKE, ILLINOIS 60030

George R. Hallberg
3643 S. Henderson
Burrswyn, Ill, 60402

21323352

END OF RECORDED DOCUMENT