

BCX 491

#37424

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

GEORGE CALKINS & CO. CHICAGO LEGAL BLANKS

21 335 306

This Indenture Witnesseth, That the grantors S. Donald Kennedy and Mabel Kennedy, his wife,

In consideration of Four Thousand One Hundred Twenty Six and 20/100 (\$4,126.20) Dollars in hand paid, CONVEY, and WARRANT to Thomas O. Peter, Trustee, Trustee of, Cook County, Illinois, said to his successors in trust, the following described real estate, with the improvements thereon, including all fixtures, 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 5 in Block 4 in Madison Street Addition to Chicago, being a Subdivision of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, 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 grantors S. Donald Kennedy and Mabel Kennedy, his wife, have jointly and severally issued upon one ~~several~~ promissory note, bearing even date herewith, payable to the order of Community Builders, Inc., and endorsed to Uptown Federal Savings and Loan Association of Chicago. Payable in Sixty (60) consecutive monthly installments of \$68.77 each, commencing on January 23, 197

Said Note is payable in lawful money of the United States of America, at the office of Uptown Federal Savings and Loan Association of Chicago in Chicago Illinois, or at such other place as the legal holder thereof may from time to time in writing appoint.

The Grantors S. 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 expiration of the term of said indebtedness, 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 said premises or any 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 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 compliance to be approved by the legal holder of the indebtedness secured hereby, with loss cause payable to the grantor herein as his interest may appear, and all such policies shall be deposited and retained with the legal holder of the indebtedness secured hereby. The grantor is empowered to adjust, compromise, submit to arbitration and appraisal, and collect and apply to the reduction of said indebtedness any claim for loss or damage under any insurance policy covering said premises; and to that end the grantor is irrevocably authorized to appoint Thomas O. Peter, Trustee, for Chicago Illinois, and in Chicago Illinois, name S. and Mabel and 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 delivered or revert to said Thomas O. Peter, Trustee, to make loss thereunder payable to the decree creditor or creditors or after sale pursuant to such decree to the holder of the grantor's certificate of sale, and such decree may be made absolute.

In case of default therein the grantor, or the holder of said indebtedness, or the person thereof, may, but is not obliged to, make any payment or perform any act herein-before 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 thereof, or release 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 claim thereof. If any building or other improvements upon said premises, at any time, shall be completely destroyed, 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 purposes and all expenses paid or incurred in connection therewith, including attorney's fees and any other money so advanced by the grantor or such holder to protect the interest hereof, and reasonable compensation for a well merited concourse 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 percent per annum.

In the event of a breach of any of the aforesaid covenants, the whole of said indebtedness, including principal and all accrued 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 percent 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—excluding reasonable attorney's fees—excluding the documentary evidence, photographer's charges, cost of printing or of completing any not showing the whole title to said premises—shall be paid by the grantor, S. and the expenses and disbursements so incurred by any suit or proceeding wherein the grantor, or any holder of any part of said indebtedness, as such, may be a party, or in any proceeding 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 consents that upon the filing of a bill to foreclose this Trust Deed, the grantor or some other suitable person or corporation may be appointed Receiver of said premises, with 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 adversity of said grantor or the insolvency of the grantor, 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 such time as the decree of the Court in said proceeding may be satisfied, and may collect rents, alter or repair said premises and put and maintain them in first class condition at the cost of the grantor, S. and may pay expenses of Receiver, insurance premiums, all taxes and assessments which are a lien or charge at any time during the Receivership, and may do such other acts and things as he may lawfully 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 to any necessary debts due and paid and to whatever the grantor is hereby authorized to pay and do. The deficiency, whether there be a decree therefor in personam or not, and whether the same be a result of a decree 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, S. or any other person or corporation, in his own name as mortgage, or otherwise, to receive, sue for, or otherwise collect such rents, issues and profits, to secure a lien and priority upon the same as may be necessary to satisfy the said foreclosure proceedings, to receive, preserve, lease, and release said premises, or any portion thereof, for such term or terms, and by such means 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 secondly 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 of permanent removal from said Cook County of the grantor, or his refusal or failure to act then P. A. Downing Cook 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 shall die, 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 successors 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, S.

Witness the hand S. and seal S. of the grantors S. this 23rd day of November A. D. 19 70

Donald Kennedy (SEAL)
Mabel Kennedy (SEAL)
(SEAL)
(SEAL)

*To be stricken out if no interest coupons are used

21 335 306

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SIDNEY R. OLSEN

State of Illinois
County of Cook } ss.

DEC-4-70 157647 • 21335306 • A --- Fee 5.00

I, Joseph Ardito, a NOTARY

PUBLIC in and for said County in the State aforesaid, Do Hereby Certify, that Donald Kennedy and Mabel Kennedy, his wife,

personally known to me to be the same persons whose names are 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 23rd day of November, A. D. 19 70

Joseph Ardito
Notary Public



Property of Cook County Clerk's Office

21335306

BOX 491

Trust Deed

Donald Kennedy and Mabel Kennedy,
his wife
TO

Thomas O. Peter, Trustee
445 N. Broadway
Chicago, Illinois 60640
TR 6-5300

GEORGE E. COLE & COMPANY

END OF RECORDED DOCUMENT