

21. 349 829

TRUST DEED-
INSURANCE, RECEIVER AND RENTS.

No. 1206-RTD

UNIVERSITY PRINTING COMPANY
1410 EAST 62ND ST. CHICAGO

This Indenture Witnesseth,

That the grantors LESLIE RANDALL AND VIOLA RANDALL (HIS WIFE) of COOK County, Illinois, in consideration of EIGHT THOUSAND AND 100/100 (\$8,000.00) Dollars (to JOHN H. MITCHELL), in hand paid, CONVEY and WARRANT to JOHN H. MITCHELL 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:

REAL PROPERTY AND IMPROVEMENTS LOCATED AT 417 E. 43RD STREET, CHICAGO, ILLINOIS AND LEGALLY DESCRIBED TO WIT: LOT TWENTY (20) IN THE SUBDIVISION OF THAT PART OF THE NORTH HALF (1/2) OF THE NORTH WEST QUARTER (1/4), OF THE NORTH WEST QUARTER (1/4) OF THE SOUTH EAST QUARTER (1/4) OF SECTION THREE, TOWNSHIP (38), THIRTY-EIGHT, NORTH RANGE FOURTEEN (14), EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF VINCENTS AVENUE, IN COOK COUNTY, ILLINOIS.

Herby 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 LESLIE RANDALL AND VIOLA RANDALL (HIS WIFE) justly indebted upon ONE principal promissory note bearing even date herewith, payable to the order of JOHN H. MITCHELL OR OR BEFORE NOVEMBER 18, 1973.

Both principal and interest notes bear 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 JOHN H. MITCHELL in CHICAGO, Illinois, or at such other place as the legal holder thereof may from time to time in writing appoint.

The Grantor S agrees 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, 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; (2) within sixty days after destruction or damage to or destruction of any buildings or improvements on said premises that may have been destroyed or damaged; (3) to keep said premises in good condition and repair without waste and free from any mechanics' or other liens or claim of lien; (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 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, with loss clause payable to the grantee herein as his interest may appear, adjust, compromise, submit to arbitration and appraisal, and collect, 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 S is irrevocably appointed the attorney in fact of the grantor S for THEM and THEIR name S and stand 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 grantor, 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, 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 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 grantor or such holder to protect the lien hereof, shall be a 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, as well 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 complainant in connection with proceedings for the foreclosure hereof, including reasonable solicitor'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 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 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, S, waives 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 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 are 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 and thereafter until redemption made or the issuance of a deed 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, if any, appears 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 grantor is hereby authorized to pay and do. The net income, of any part thereof, may be applied from time to time to any foreclosure decree entered in such proceedings, and in case of a sale and deficiency, the deficiency, whether or not 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 S all the rents, issues and profits arising or to arise out of said premises to the grantee herein and authorizes S 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 such 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 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 or failure to act then JOHN H. MITCHELL in his own name as assignee, and invested with all the title and the powers granted to said grantor S if for any like cause a 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 S and all persons claiming under or through the grantor S.

Witness the hand S and seal S of the grantor S this EIGHTEEN day of NOVEMBER A. D. 19 70.

Leslie Randall (SEAL)
Viola Randall (SEAL)

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

21 349 829

Office

