

TRUST DEED—INSURANCE RECEIVER AND RENTS FOR ONE OR MORE NOTES WITH OR WITHOUT COUPONS (ILLINOIS)

NO. 200-R REVISED TO MARCH 1973

GEO. E. COLE & CO. CHICAGO LEGAL BLANKS

22 535 382

NOV 5 62 70 841

This Indenture Witnesseth,

and not having remarried, and DAVID M. KOPACK, a bachelor, of Cook County Illinois, in consideration of ELEVEN THOUSAND FIVE HUNDRED & NO/100ths Dollars

to him in hand paid CONVEY and WARRANT FRANK KOPACK - 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 nine in block five in A. T. McIntosh's and Co's. Ridgeland Unit No. 2, being a subdivision in the North half of the South East Quarter of Section 6, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois;

together 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,

Wheretas, the grantor SARAH R. NOLTE and DAVID M. KOPACK - are their FRANK KOPACK and JUAN KOPACK, his wife - in the sum of \$11,500.00 and is non-interest bearing, and due on or before December 1, 1974.

500

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 FRANK KOPACK and JUAN KOPACK in Oak Lawn,

The Grantor 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 the time of payment. 2. To pay prior to the first day of 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 or removal of any buildings or improvements on said premises that may have been destroyed or damaged, (4) to have said premises in good condition and repair without waste and to keep any machinery or other items of value of five (5) to complete within a reasonable time any such repairs to their full insurable value. It is further agreed that the holder of the indebtedness secured hereby shall have the right to inspect and to cause any promise submitted to arbitration and appraisal and others, and apply to the reduction of said indebtedness any claim for loss arising under any insurance policy covering said premises and to demand and receive the proceeds of such insurance policy for 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 the proceeds 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 shall not be obliged to make any payment or perform any act hereunder before required of the grantor and may but is not obliged to purchase discharge compromise or other tax lien or other lien or title or claim thereof, or redeem from them, or 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 fees, and any other moneys advanced by the grantee 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 interest thereon shall, at the option of the legal holder thereof, become immediately due and payable and with interest thereon from the time of such breach as herein provided, or until the option of the legal holder is exercised hereof, or by suit at law or both the same as if all of said indebtedness had been matured by express terms. An express and disbursement paid or incurred in behalf of complainant in connection with proceedings for the foreclosure hereof, including reasonable solicitor's fees, outlays, disbursements, stenographer's charges, cost of preparing or of completing abstract showing the whole title to said premises shall be paid by the grantor, and the law 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 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. It is further agreed that 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 said bond, whether the premises be then occupied as a homestead or not, and irrespective of the delivery of any person of the adequate 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 relief is made of the insurance hereunder, insurance premiums, all taxes and assessments which are a lien or charge at any time during the Receivership and out of the net income, may any revenues of said premises and whatever the grantee is hereby authorized to pay and do. The net income of any part thereof may be applied from time to time on any foreclosing decree entered in such proceedings and in case of a sale and deficiency the deficiency whether there be a decree therefor in possession or not, and whether any subsequent holder 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 assigns the same to his own name as trustee, 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 further the aforesaid proceedings to receive, possess, issue, and receive and premises, or any portion thereof for such term or terms and upon such conditions as may be deemed proper and apply the proceeds thereof first to the payment of the expenses 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, 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 grantee, or his refusal or failure to act then JUAN KOPACK, of Cook County, 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 COOK County is hereby made second successor in this trust with like title and powers.

When all of the aforesaid agreements 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 grantor and all persons claiming under or through the grantor.

Witness the hand and seal of the grantor this second day of November A.D. 1973.

Sarah R. Nolte (REAL)
David M. Kopack (REAL)
DAVID M. KOPACK (REAL)

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

22 535 382

UNOFFICIAL COPY

*John W. Sereda*  
RECORDS FOR DEEDS

COOK COUNTY ILLINOIS  
FILED FOR RECORD

\*22535382

State of ILLINOIS  
County of COOK  
NOV 5 1973 2 40 PM

I, JOHN W. SEREDA - \_\_\_\_\_, a NOTARY  
PUBLIC in and for said County in the State aforesaid. Do Hereby Certify,  
that SARAH R. NOLTE, A Widow and Not Having Remarried, and  
DAVID M. KOPACK, a bachelor, \_\_\_\_\_  
\_\_\_\_\_, 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 \_\_\_\_\_ he  
signed, sealed, and delivered the said Instrument as \_\_\_\_\_ free and volun-  
tary 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 \_\_\_\_\_ second \_\_\_\_\_  
day of \_\_\_\_\_ November \_\_\_\_\_, A. D. 19 73

*John W. Sereda*  
Notary Public.



Trust Deed

SARAH R. NOLTE & DAVID M.

KOPACK,

TO

FRANK KOPACK

BOX 533

JOHN W. SEREDA  
ATTORNEY AT LAW  
11732 S. WESTERN AVENUE  
CHICAGO 43, ILLINOIS

MAIL TO:

GEORGE E. COLE & COMPANY

END OF RECORDED DOCUMENT