

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

22 688 840

404283

**This Indenture Witnesseth,** That the grantor(s) John Gullo and  
Maria C. Gullo, his wife, \_\_\_\_\_ of \_\_\_\_\_ County, Illinois

in consideration of Fifty Thousand and no/100 - - - - - Dollars  
(\$ 50,000.00), in hand paid. CONVEY \_\_\_\_\_ and WARRANT \_\_\_\_\_ to \_\_\_\_\_  
Trustee, of \_\_\_\_\_ 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: The South 950 feet (ex. the West 514.10 feet as measured on the South line thereof) of the following described tract of land: that part of the West 1/2 of the South West 1/4 of Section 22, Township 41 North, Range 11 East of the Third Principal Meridian beginning at a post at the South West corner of said West 1/2 thence East 9.76 chains to a post thence North 27.85 chains to Post in Center of road, thence North 81 degrees West 9.81 chains to post at corner of land owned by H. Scharfinghausen on the West line of said West 1/2 of the South 29.31 chains to point of beginning in Cook County, Illinois.

Hereby releasing and conveying 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 grantor(s) justly indebted upon \_\_\_\_\_ principal promissory note bearing even date herewith, payable to the order of FIRST ARLINGTON NATIONAL BANK, and delivered, in the principal sum of \$ \_\_\_\_\_ payable as follows: On demand, and if no demand be made, then on the 12th day of April, 1975, with interest at the rate of 12% per annum after date until maturity (payable monthly after date)

500

\_\_\_\_\_ Dollars

said note(s) bear(s) interest at the highest rate permissible under maturity, principal and interest payable in lawful money of the United States of America, at the office of FIRST ARLINGTON NATIONAL BANK IN ARLINGTON HEIGHTS, ILLINOIS, or at such other place as the legal holder thereof may from time to time in writing appoint.

**The Grantor(s)** agree(s) 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 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, and the 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 as secured hereby. The grantee is empowered to 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 grantee is irrevocably appointing the attorney in fact of the grantor(s) for grantor(s) and in grantor(s) name(s) 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 such an 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 obligated to, make any payment or perform any act heretofore required of the grantor(s) and may, but is not obligated 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 the grantee, in 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 removal of a lien or other claim 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 attorneys' 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 thereat at the highest rate permissible.

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 the highest rate permissible, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if 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, and costs of printing or copying all court records, shall be a lien in whole upon said premises, 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 grantor(s); and the whole of which expenses and disbursements shall be an additional lien upon said premises, and included in any decree that may be rendered in such proceedings. The grantor(s) waive(s) all right to the possession of, and income from, said premises pending such foreclosure proceedings, and under (s) 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 complaint being required, to give any bond, whether the premises be then occupied 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, 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, taxes and assessments which are a lien or charge at any time during the Receivership, cost of such alterations and repairs, and may do, 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 or 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 assign(s) 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 release 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 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 grantee, or his refusal or failure to act then James T. Dodds III of said Cook County, is hereby made first successor in this trust, and invested with all the title and 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 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.

Whenever in this instrument the expression "grantor(s)" appears it shall be held in each case to refer to and include the person or persons, singular or plural, natural or artificial, described in the premises of this deed, and This Trust Deed and all provisions hereof, shall extend to and be binding upon such person or persons and all persons claiming under or through them.

**Witness** the hand(s) and seal(s) of the grantor(s) this 12th day of April, 1974 A. D. 1974

\_\_\_\_\_  
(SEAL) John Gullo (SEAL)  
\_\_\_\_\_  
(SEAL) Maria C Gullo (SEAL)

THIS DOCUMENT WAS PREPARED BY JOAN MIBLEN, GULLO  
P.O. BOX 258, ARLINGTON HEIGHTS, ILL

22 688 840

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Deborah R. Quick*  
RECORDING BY DEEDS

State of Illinois  
County of Cook

APR 18 '74 12 45 PM

\*22688840

I, DEBORAH R. QUICK, a NOTARY  
PUBLIC in and for said County in the State aforesaid,

Do Hereby Certify, that John Gullo and Maria C. Gullo,  
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 volunt-  
ary act, for the uses and purposes therein set forth, including the release and  
waiver of the right of homestead.

IMPRESS  
SEAL  
HERE

Given under my hand and Notarial seal this 12th  
day of April, A. D. 1974

*Deborah R. Quick*  
Notary



Name: First Arlington Trust Co.  
Address: P O Box 217  
City: Arlington Heights Ill  
60065

Form 104 R 1/72

State of Illinois, County of \_\_\_\_\_ ss., I, the undersigned, a Notary Public, in and for  
the County and State aforesaid, DO HEREBY CERTIFY, that  
personally known to me to be the \_\_\_\_\_ President of the

corporation, and \_\_\_\_\_ personally known to me to be  
the \_\_\_\_\_ Secretary of said corporation, and 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 severally acknowledged  
that as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary, they  
signed and delivered the said instrument as \_\_\_\_\_ President and  
Secretary of said corporation, and caused the corporate seal of  
said corporation to be affixed thereto, pursuant to authority, given by the  
Board of \_\_\_\_\_ of said corporation as their free and voluntary  
act, and as the free and voluntary act and deed of said corporation, for the  
uses and purposes therein set forth.

IMPRESS  
SEAL  
HERE

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_

Commission expires \_\_\_\_\_ 19\_\_\_\_\_

NOTARY PUBLIC

DOCUMENT NUMBER

Trust Deed

Trustee for  
FIRST ARLINGTON NATIONAL BANK

55 APR 24 1974

DEED

TO