

UNOFFICIAL COPY

TRUST DEED—INSURANCE, RECEIVES AND RENTS
FOR ONE OR MORE NOTES, WITH OR WITHOUT EQUIPMENTS (ILLINOIS)

22 767 158

This Indenture Witnesseth, That the grantor(s) Jeffrey A. Johnson

and Dianne V. Johnson, husband and wife of Cook County, Illinois

in consideration of Five thousand and no/100 Dollars
(\$ 5,000.00), in hand paid, CONVEY... and WARRANT...
of Bruce H. Dodds
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 41 in Parkwood Unit 1, being a subdivision of part of the Northeast 1/4 and part of Government Lot 1 of the Northwest 1/4 of Section 18, Township 41 North, Range 9, East of the Third Principal Meridian, in the City of Elgin, Cook County, Illinois according to the Plat of Survey recorded November 30, 1970 as Document Number 21,330,185 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 grantor(s) just indicated upon one principal promissory note bearing even date herewith, payable to the order of TOLLEWAY-ARLINGTON NATIONAL BANK, and delivered, in the principal sum of \$5,000.00, payable as follows:
Due 90 days after date with interest at the rate of 8 per cent per annum

said interest (herein) interest at the highest rate permissible after maturity, principal and interest payable in lawful money of the United States of America, at the office of TOLLEWAY-ARLINGTON NATIONAL BANK IN ARLINGTON HEIGHTS, ILLINOIS or at such other place as the legal holder thereof may from time to time determine

The Grantor(s) agrees as follows: to pay said indebtedness and the interest thereon as herein and in said notes provided, or according to any agreement extending time of payment, prior to the first day of July in each year, all taxes and assessments against said premises, and on demand, to exhibit receipts therefor; to 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; to keep said premises in good condition and repair without waste and free from any encumbrances or other liens or claims of lien; to re-convey, within a reasonable time any and all buildings, notes or any liens in process of creation on said premises; and 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 clause payable to the grantor 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 grantor(s) understands in making, executing, submitting to arbitration and approval and collect, and up to the relation of said indebtedness any claim for loss arising under any insurance policy covering said premises, and the grantor(s) and the grantor(s) attorney-in-fact of the grantor(s) (if for grantor(s)) and in grantor(s) name(s) and shall to execute and deliver such fees, releases and other writings as shall be requisite to completely accomplish such adjustment, compromise, arbitration, appraisal and collection. In case of foreclosure thereof such such insurance policy may be endorsed or rewritten so as to make loss the amount payable to the deers trustee or creditors of the grantor(s) at such desire to the holder of the Master's Certificate of Sale, and such desire may so provide.

In case of default therein the grantor(s) or the holder of said indebtedness or any part thereof may, but is not obligated to, make any payment or perform any act not 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 claim thereon, or release from any tax sale or forfeiture of said premises, and when so doing, is not obligated to liquidate into the validity of any tax assessment, tax sale, forfeiture or lien or title or claim thereon. If any building or other improvement upon said premises, at any time, shall not be completed within a reasonable time, the Trustee or any holder of the indebtedness secured hereby may cause the completion thereof in any form and manner deemed expedient. All expenses and all disbursements and all expenses and all incurred in connection therewith, including attorney's fees and any other monies advanced by the grantor(s) or such holder to protect the lien hereof, and reasonable compensation for such matter concerning which action herein authorized may be taken, shall be, so much additional indebtedness secured hereby, immediately due and payable without notes, 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 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, in both the State of Illinois, as if all said indebtedness had been matured by express terms. All expenses and disbursements paid or incurred in behalf of commitment in connection with proceedings for the foreclosure hereof, including reasonable attorney's fees, unless for documentary evidence, stenographer's charges, cost of securing or of continuing abstract showing the whole title to said premises, shall be paid by the grantor(s), and the like expenses and disbursements incurred by any, said or proceeding when the grantor(s), 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) 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 consents that upon the filing of a bill to foreclose this Trust Deed the grantor(s) 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 as a residence 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, after or before said premises, and may and maintain them in best view condition and out of the income, may pay expenses of litigation, insurance premiums, all taxes and assessments which are a lien or charge at any time during the Receivership, out of such collections and proceeds, and may also pay and do whatever the grantor(s) 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 assigns(s) all the rents, issues and profits arising or to arise out of said premises to the grantor(s) herein and authorizes(s) him, in his own name as assignor, or otherwise, to receive, sue for, or otherwise collect such rents, issues and profits to such extent and for such term or terms and upon such conditions as he may deem proper, and assigns the proceeds thereof, first to the payment of the taxes, assessments and charges against said premises, and second, to the payment of the indebtedness hereby secured rendering the overplus, 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 to act then James T. Dodds of Cook County is hereby made first successor in this trust and invested with all the title and powers granted to said grantor, and if for any like cause said first successor do shall fail or refuse to act, the person who shall then be the acting Receiver 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.

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 10th day of June, A. D. 19 74

+ Jeffrey A. Johnson (SEAL) + Dianne V. Johnson (SEAL)
Jeffrey A. Johnson Dianne V. Johnson

FORM TA-1

UNOFFICIAL COPY

Shirley R. Olson

RECORDER OF DEEDS
COOK COUNTY ILL. 60601

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JUN-28-74 824821 • 22767158 • A — Rec

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State of Illinois
County of Cook

I, Rita Staten, a NOTARY

PUBLIC in and for said County in the State aforesaid,

Do Hereby Certify, that Jeffrey A. Johnson and
Dianne V. Johnson, husband and wife

....., personally known to
me to be the same person^s whose name^s names subscribed to the foregoing
Instrument, appeared before me this day in person and acknowledged that he
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 13th
day of JUNE, A. D. 19 74

Rita Staten
Notary Public.



Property of Cook County Clerk's Office

500 MAIL

State of Illinois, County of _____, 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

IMPRESS
SEAL
HERE

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.

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

Commission expires _____ 19 _____ NOTARY PUBLIC

DOCUMENT NUMBER
22767158

Trusteed

TO

Trustee for
TOLLWAY-ARLINGTON NATIONAL BANK

Prepared for Tollway Arlington National Bank

BY: Rita Staten



END OF RECORDED DOCUMENT