

TRUST DEED—INSURANCE RECEIVER AND RENTS  
FOR ONE OR MORE NOTES, WITH OR WITHOUT COUPONS (ILLINOIS) 22 827 236

This Indenture Witnesseth, That the grantor(s) Harry J. Marks  
and Gail F. Marks, his wife  
of Cook County, Illinois  
in consideration of Three Thousand Three Hundred Thirty Eight and 88/100 Dollars  
(\$3,338.88), in hand paid, CONVEY and WARRANT to Florence Brehm  
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  
The South 45 feet of Lot 16 and Lot 17 (except the South 35 feet thereof) in Brickman  
Manor, being a subdivision of part of the North East 1/4 of the North East 1/4 of  
Section 34, Township 42 North, Range 11 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 grantor(s) justly indebted upon One principal promissory note bearing even date herewith, payable to the order of  
FIRST ARLINGTON NATIONAL BANK, and delivered, in the principal sum of \$ 3,338.88 payable as follows  
In 48 successive monthly instalments of \$69.56 each and final instalment which shall  
be \$69.56 beginning on October 5, 1974, and thereafter on the same day of each  
subsequent month until paid in full.

said note(s) bear(s) 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 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 building work 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 wind 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 grantor(s) 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) agree(s) 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 grantor(s) irrevocably  
appointed the attorney in fact of the grantor(s) for grantor(s) and in grantor(s) name(s) and stand to execute and deliver such receipts, releases and other writings as  
shall be requisite to completely accomplish such adjustment, compromise, or other settlement 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 senior 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 heretofore 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 foreclosure affecting said premises and when so doing, is not obliged to inquire into the validity of any tax, assess-  
ment, tax sale, foreclosure, or lien or title or claim thereof. If any building or other improvement on 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 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, 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 thereon 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 per-  
missible, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all 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, stamping charges, cost of procuring or of completing abstract showing the whole title to said premises—shall be paid by the  
grantor(s), 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(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) waive(s) all right to the possession of said premises  
from, said premises pending such foreclosure proceedings, and consent(s) 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 be 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 Receiver, and that said Receiver may continue in office during the pendency of said foreclosure and thereafter until the completion of the sale of the premises  
of Decree in case of sale, and may collect rents, after or repair said premises and put and maintain them in first class condition and collect all taxes, assessments, and pay  
expenses of Receiver, insurance premiums, all taxes and assessments which are a lien or charge at any time during the Receiver's term, and the 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, 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 deficiency or not, 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 resulting from the termina-  
tion 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 grantor(s) hereof and  
authorize(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 said premises, or any portion thereof, for any term,  
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 overplus, if any, to the grantor(s) if and when the said 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 therein, James T. Dodds, III of said Cook County,  
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 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 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 19th day of August, A. D. 1974

PREPARED BY 22 Beeking  
FIRST ARLINGTON NATIONAL BANK  
1 North Dumont  
Arlington Heights, Ill.  
AH-1

(SEAL)  
+ Harry J. Marks  
Harry J. Marks  
(SEAL)  
+ Gail F. Marks  
Gail F. Marks

BOX 533

22 827 236

# UNOFFICIAL COPY

State of Illinois

County of Cook

} s.s.

I, Margie Braheny, a NOTARY PUBLIC in and for said County in the State aforesaid,

Do hereby Certify, that Harry J. Marks and Gail F. Marks, his wife



....., personally known to me to be the same person<sup>s</sup>..... whose name<sup>s</sup>..... subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that.....he<sup>y</sup> 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..... 12th..... day of..... August....., A. D. 19..... 74.....

*Margie Braheny*  
Notary Public

expires 2-15-76

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

AUG 26 '74 10 12 AM

*John P. Hester*

\*22827236

Property of Cook County Clerk's Office

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

Trust Deed

TO

Trustee for  
FIRST ARLINGTON NATIONAL BANK

*Margie Braheny*  
1st Deputy for Notarial Seal  
CC Sub 247  
Arlington Ave., St. Louis

END OF RECORDED DOCUMENT