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TRUST DEED — INSURANCE AND RECEIVER Form 15 C Rev. Perfection Legal Forms & Printing Co., Rockford, Illinois

This Indenture WITNESSETH That the Grantors, RALPH EDWARD EHORN and SHIRLEY A. EHORN, his wife, as joint tenants,

of the Village of Bartlett County of Cook and State of Illinois for and in consideration of the sum of THIRTY THREE THOUSAND and no/100----- Dollars (\$33,000.00)

and paid, CONVEY and WARRANT to GEORGE H. BELL, of the Village of Bartlett County of Cook and State of Illinois and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein the following described real estate with the improvements thereon including all heating, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook

State of Illinois TO-WIT

Lot 3 in Hardy's Subdivision, being a Subdivision of part of the South half of the North East quarter of Section 34, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois

500

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 WHEREAS, The Grantor S, RALPH EDWARD EHORN and SHIRLEY A. EHORN, his wife, justly indebted upon their principal promissory note bearing even date herewith in the sum of

THIRTY THREE THOUSAND and no/100----- (\$33,000.00) payable to the order of Bartlett State Bank, Bartlett, Illinois, payable as follows: On or before Twenty (20) years after date in monthly installments of THREE HUNDRED SEVEN and 61/100 (\$307.61) or more, each due and payable on the 1st day of each and every month, commencing December 1, 1974, including interest at the rate of 9% per annum, payable monthly on the whole amount of said principal sum remaining from time to time unpaid, both principal and interest payable in lawful money of the United States of America,

*BARTLETT STATE BANK, 335 So. Main Street, Bartlett, Illinois 60103 or such other place as the legal holder hereof may from time to time in writing appoint

THE GRANTOR S covenant and agree as follows: (1) to pay said indebtedness and the interest thereon as herein and in said notes and coupons provided of according to any agreement extending time of payment; (2) to pay prior to the time that penalty will attach in each year all taxes and assessments against said premises and on demand to receive 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) that waste to said premises shall not be committed or suffered; (5) to keep all buildings at any time on said premises insured against loss by fire and tornado to the full insurable value or companies to be approved by the holder of said indebtedness and deliver to the said holder of said indebtedness the insurance policies so written as to require all loss to be applied in reduction of said indebtedness; (6) to keep the said property tenantable and in good repair and (7) not to suffer any mechanics or other lien to attach to said premises. In the event of failure so to insure to pay taxes or assessments or to keep the premises in good repair or to prevent mechanics or other liens attaching to said premises the grantee or the holder of said indebtedness may procure such insurance or pay such taxes or assessments or make such repairs as he may deem necessary to keep the said premises in a tenable condition, or discharge or purchase any tax lien or title affecting said premises, and all moneys so paid the grantor agree to repay immediately without demand and the same with interest thereon from the date of payment at seven per cent per annum shall be so much additional indebtedness secured hereby

IN THE EVENT of a breach of any of the aforesaid covenants or 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 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 then matured by express terms

IT IS AGREED that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing an abstract of title showing the whole title to said premises embracing foreclosure decree—shall be paid by the grantor that the like expenses and disbursements occasioned by any suit or proceeding wherein the trustee, or any holder of any part of said indebtedness, as such may be a party, shall also be paid by the grantor that such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding which proceeding whether decree of sale shall have been entered or not, shall not be dismissed nor a release hereof given, until all such fees, expenses and disbursements, and the costs of suit, including solicitor's fees, have been paid. The grantor waive all right to the possession of and income from said premises pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this Trust Deed, a Receiver shall upon motion of Solicitor for complainant, without notice, be immediately appointed by the court before which such motion for the appointment of a receiver shall come on for hearing, to take possession or charge of said premises, and collect such income and the same, less recoverable expenditures including repairs, insurance premiums, taxes, assessments and his commissions, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, in reduction of the amount of any decree of sale entered in any foreclosure proceeding, in payment or reduction of any deficiency after a Master's or Commissioner's sale under any decree of sale, in payment or reduction of any deficiency decree entered thereon or if not in either manner so applied, the court approving the receiver's report shall order that the same be paid to the person entitled to the deed under the Master's or Commissioner's sale. A bond on application for receiver is hereby expressly waived and it shall not be the duty of the trustee, legal holder of the notes or purchaser at any Master's or other sale to see to the application of the principal sum hereby secured or of the purchase money, or to inquire into the validity of any taxes, assessments, tax sales, tax titles, mechanic's or other liens or titles, or the necessity for repairs, in advancing money as hereinbefore provided

IN THE EVENT of the death, inability removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then MARIN G. STRUWING said County is hereby appointed to be the first successor in this trust, and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the trustee, or his successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

WITNESS the hand and seal of the grantor S this 4th day of November A. D. 19 74

RALPH EDWARD EHORN [SEAL]

SHIRLEY A. EHORN [SEAL]

THIS INSTRUMENT PREPARED BY: FREDERICK J. STEFFEN, ATTORNEY AT LAW 24 E. Chicago St., Elgin, Ill. 60120

27-302 840

STATE OF ILLINOIS

County of KANE

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I, the undersigned, a Notary Public

in and for and residing in said County, in the State aforesaid

DO HEREBY CERTIFY, that RALPH EDWARD EHORN and SHIRLEY A. EHORN, his wife, as joint tenants, are



personally known to me to be the same person whose name s subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, seal 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 4th day of NOVEMBER

My Commission Expires March 20 19 75

Beverly J. Hillisheim
NOTARY PUBLIC

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Nov 8 '74 12 52 PM

*22902840

No. 533

TRUST DEED

TO

STATE OF ILLINOIS }
County of KANE }

This instrument was filed for record in the Recorder's Office of KANE County aforesaid, on the 4th day of NOVEMBER 19 75 at 4 o'clock PM and recorded in Book 102 of 102 on Page 102

RECORDED

M. J. Steffen
M. J. STEFFEN
ATTORNEY AT LAW
303 ELGIN BUILDING BANK BLDG.
ELGIN, ILLINOIS 60120