

TRUST DEED—INSURANCE, RECEIVER AND RENTS. No. 206-R FOR ONE OR MORE NOTES, WITH OR WITHOUT COUPONS (ILLINOIS) REVISED TO MARCH 1936

22 013 263

This Indenture Witnesseth,

That the grantor, CAROL POCHAY, of Cook County, Illinois,

In consideration of TWO THOUSAND THREE HUNDRED FIFTY FOUR & 7/100 Dollars of DEED, in hand paid, CONVEYED and WARRANT to THE NORTHLAKE BANK

Trustee of 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 6 and the South 15 feet of Lot 5 in Block 5 in Taylor's Subdivision of the East half of the Southwest quarter of Section 33, Township 39 North, Range 13 East of the Third Principal Meridian.

Hereby clearly waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois: In Witness Whereof, the grantor, CAROL POCHAY, justly indebted upon DEED principal promissory note, bearing even date herewith, payable to the order of THE NORTHLAKE BANK

Said interest is further evidenced by interest notes of proper number and amount. Both principal and interest notes bear interest at the rate of seven percent per annum after maturity, and are payable in lawful money of the United States of America, at the office of THE NORTHLAKE BANK in Northlake, Illinois, or at such other place as the legal holder thereof may from time to time in writing designate.

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 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 to keep said premises in good condition and repair without waste and free from any mortgages or other liens or claim of lien; (3) to complete within a reasonable time any and all buildings now or at any time in process of erection on said premises; and (4) to keep all buildings as 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, 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 grantee is empowered to adjust, compromise, submit to arbitration and appraisal, and collect and apply to the reduction of said indebtedness as any claim for loss arising under any insurance policy covering said premises; and to that end the grantee is irrevocably appointed the attorney in fact of the grantor, or, if absent, and in default of the grantor, to execute and deliver such receipts, releases and other writings as shall be requisite to completely accomplish such matters of compromise, arbitration, appraisal 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 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 obliged to, make any payment or perform any act herein before required of the grantor, and may, but is not obliged to, purchase, discharge, compromise or settle any tax, lien or other lien or title or claim thereof, or redeem from any tax sale or foreclosures affecting said premises and when so doing, is not obliged to inquire into the validity of any tax, assessment, tax sale, foreclosure, or lien or title or claim 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, 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 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 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 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 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 documents, and other charges—of the grantee's charges, cost of procuring or of completing abstract showing the whole title to said premises—shall be paid by the grantor, 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. 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 waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and consent 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 the grantee 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 redemption made, or the sale of the premises in case of sale, and may collect rents, after or before said premises are put and maintain them in first class condition and out of the income, may pay any taxes 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 foreclosures decree entered in such proceedings, and in case of sale and deficiency, the deficiency, whether there be a decree therefor in personam or not, and whether any subsequent owner of the premises hereby secured rendering the surplus, if any, to the grantor, if and when the indebtedness hereby secured shall have been fully paid.

An 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 authorizes 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 deem proper, and apply the proceeds hereof, 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, 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 The Chicago Title and Trust Company of said Cook County, is hereby named 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 eleventh day of August, A. D. 19 72

CAROL POCHAY. (SEAL)
Carol Pochay (SEAL)

*To be stricken out if no interest coupons are used

22 013 263

UNOFFICIAL COPY

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RECORDER OF DEEDS
COOK COUNTY, ILLINOIS
FILED FOR RECORD

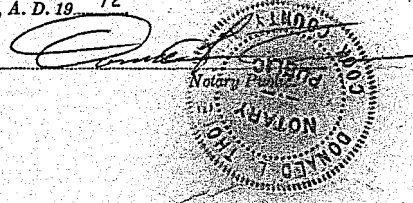
State of ILLINOIS }
County of COOK } ss.

AUG-14-72 485347 22013263-A - Rec 5.10

I, Donald L. Thode, a NOTARY
PUBLIC in and for said County in the State aforesaid, Do Hereby Certify,
that Carol Pochay

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 She
signed, sealed, and delivered the said Instrument as her 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 eleventh
day of August, A. D. 1972



Property of Cook County Clerk's Office

500 MAIL

22013263

Trust Deed
CAROL POCHAY
TO
THE NORTHLAKE BANK
26 West North Avenue
Northlake, Illinois 60062

