

UNOFFICIAL COPY

TRUST DEED—INSURANCE, RECEIVER AND TRUSTS No. 205-R
FOR ONE OR MORE NOTES, WITH OR WITHOUT COUPONS (ILLINOIS) REVISED TO MARCH 1936

22 044 874

This Indenture Witnesseth,

That the grantor ZAMORA of Cook County, Illinois,
in consideration of THREE THOUSAND TWO HUNDRED SEVENTY EIGHT and 88/100 Dollars
(3,278.88), in hand paid, CONVEY 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 every thing appurtenant thereto, situated in the County of Cook in the State of Illinois, to wit:
Lot 24 in Block 4 in H. O. Stone and Company's Ber-Elm Addition, a Subdivision of that Part of the Southwest Fractional Quarter of Section 6, Township 39 North, Range 12 East of the Third Principal Meridian, Lying South of a straightline drawn across said Section from a point 50 feet South of the South line of the Right of Way of the Chicago & Northwestern Railroad Company of the West Line of Section 6, to a point 430 feet South of said Right of Way on the East Line of said quarter Section, also that part of the Northwest Quarter of the Section 6, Township 39 North, Range 12 East of the Third Principal Meridian, Lying North of St. Charles Road in Cook County, Illinois.

Whereas, the grantor S. Claude and Anna Zamora of Cook County, Illinois, is indebted upon their 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 per cent 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 appoint.
The Grantor S. Claude and Anna Zamora 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 therefor; (3) within sixty days after destruction or damage to said premises, or to 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 compliance to be approved by the legal holder of the indebtedness secured hereby, with 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 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 appointed the attorney in fact of the grantor S. Claude and Anna Zamora, and in THEIR name, S. Claude and Anna Zamora, and stand 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 each such insurance policy may be endorsed or rewritten, and the 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 a successor thereof, may, but is not obliged to, make any payment or perform any act hereinbefore required of the grantor S. Claude and Anna Zamora, and may, but is not obliged to, purchase, discharge, compromise or settle any tax lien or other lien or title or claim therein or any tax sale or forfeiture affecting said premises and when so doing, is not obliged to inquire into the validity of any tax, assessment, tax sale, forfeiture, lien or title or claim therefor. If any building or other improvement upon said premises, at any time, shall not be complete within a reasonable time, the Trustee or any such holder may cause the 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 attorneys' fees, and any other moneys advanced by the grantee or such holder to protect the interest hereof, and reasonable compensation for each master 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, and the expenses and disbursements, paid or incurred in behalf of complainant in connection with proceedings for the foreclosure hereof—including reasonable solicitor's fees, on a fee for documentary evidence, stenographer's charges, cost of procuring or of completing abstracts showing the whole title to said premises—shall be paid by the grantor S. Claude and Anna Zamora and the full 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 defendant, shall also be paid by the grantor S. Claude and Anna Zamora; 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. Claude and Anna Zamora waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 complainant 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 expiration made or the issuance of Deed in case of sale, and may collect rents, after or repair said premises and put and maintain them in first class condition and out of all income, may pay expenses of Receivability, insurance premiums, all taxes and assessments which are a lien or charge at any time during the Receivability, cost of such alterations, repairs, and may also 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 to any foreclosure decree entered in such proceedings, and in case of a sale and deficiency, the deficiency, whether there be a decree therefor in parsuance or not, and whether any subsequent owner of the equity of redemption be liable therefor or not, shall be paid out of the net income remaining at the termination of the Receivability.
As additional security the grantor S. Claude and Anna Zamora hereby assigns, conveys, leases and profits arising or to arise out of said premises to the grantee hereof and authorizes him, in his own name as assignee, or otherwise, to receive, use, hold, or otherwise collect such rents, issues and profits, to serve all notices which may be deemed necessary to institute foreclosure proceedings, to receive, possess, lease, and release said premises, or any portion thereof, for such term or terms, and upon such conditions as may seem 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. Claude and Anna Zamora. 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 as trustee, THE CHICAGO TITLE AND TRUST COMPANY of said Cook County is hereby made first successor in this trust, and invested with all the title and the powers granted to said trustee, 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 charge.
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, S. Claude and Anna Zamora of the grantor, this 5th day of Sept., A. D. 19 72

S. Claude and Anna Zamora (SEAL)
Anna Zamora (SEAL)

THE NORTHLAKE BANK (SEAL)
Northlake, Cook, Ill. (SEAL)

500 MAIL

Property of THE NORTHLAKE BANK

RECORDER OF DEEDS COOK COUNTY ILLINOIS FILED FOR RECORD

SEP 11 AM 10 14
SEP 11-72 498074 22044874 M. A. Rec 510

22044874

Office

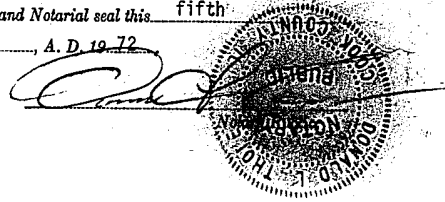
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State of ILLINOIS }
County of COOK } ss.

I, Donald L. Thode, a NOTARY
PUBLIC in and for said County in the State aforesaid, **Do Hereby Certify,**
that Claude and Anna Zamora

....., personally known to
me to be the same person. S whose name S 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 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 fifth
day of September, A. D. 19 72



22044874

Trust Deed
until 70
CLAUDE and ANNA ZAMORA
TO

THE NORTHLAKE BANK
26 West North Avenue
Northlake, Illinois 60164

Property of Cook County Clerk's Office