

UNOFFICIAL COPY

TRUST DEED - INSURANCE, RECEIPTS AND RENTS Form No. 8206 **22 090 036** Perfection Legal Blank Co., Chicago
One or More Notes, With or Without Coupons - (Illinois) Revised to 1942

This Indenture Witnesseth, That the grantor S. GEORGE W. SKELLS, JR. of Cook County, Illinois and ELLEN ANN SKELLS, his wife of Cook County, Illinois in consideration of ONE THOUSAND SIX HUNDRED SEVEN & 10/100 ***** Dollars (\$ 1,670.10), in hand paid, CONVEY S. and WARRANT S. to Cicero State 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: Lots 44, 45, 46 and 47 in J. H. Curtis Subdivision of Blocks 2 and 7 in Nickerson's Subdivision of Section 6, Township 38 North, Range 13, 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 grantors GEORGE W. SKELLS, JR. and ELLEN ANN SKELLS with, in and upon their principal promissory note bearing even date herewith, payable to the order of Cicero State Bank payable as follows: Fifty Five & 67/100 Dollars on the 12th day of November, 1972; Fifty-five & 67/100 Dollars on the 12th day of each and every month beginning on the 12th day of December, 1972; for twenty-seven months succeeding, and a final payment of Fifty-Five & 67/100 Dollars on the 12th day of April, 1975.

Both principal and interest are 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 Cicero State Bank in Cicero, Illinois Illinois, or at such other place as the legal holder hereof may from time to time in writing appoint.

The Grantor, S. 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, before the time that penalty will attach 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 or rebuilding or restoration of said buildings or improvements on said premises that may have been destroyed or damaged; (4) to keep said premises in good condition, to 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 accordance 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 grantor is empowered to adjust, compromise, submit to arbitration and agree to arbitrate, 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 is irrevocably appointed the attorney in fact of the grantor S for them and in their name S and stand to execute and deliver such receipts, releases and assignments as shall be requisite to completely accomplish such adjustment, compromise, arbitration, appraisal and collection. In case of foreclosure hereof such such insurance policy may be endorsed or rewritten so as to make it payable to the legal holder of the indebtedness or creditor or creditor of the legal holder of the indebtedness, and such decree may be entered in favor of the legal holder of the indebtedness.

In case of default through the grantor, or the holder of said indebtedness, or any part thereof, any S is authorized to make any payment or perform any act herein before required of the grantor S and may, but is not obligated to, purchase, charge, compromise or settle any lien or claim thereof, or release from any tax sale or forfeiture affecting said premises and when so doing, is not obligated to pay therefor the validity of any such assessment, tax sale, forfeiture, lien or title or claim thereof. If any building or other improvement upon said premises, at any time, is subjected with the lien of the grantor, or any such holder may cause the completion thereof in any form and manner deemed expedient. All moneys paid by S for the purposes and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by S for the purposes and all expenses paid or incurred in connection therewith, shall be immediately due and payable without benefit of interest, at seven per cent per annum.

In the event of a foreclosure hereof, the whole of said indebtedness, including principal and all accrued interest shall, at the option of the legal holder thereof, without payment, and with interest thereon at seven per cent per annum, shall be recoverable by foreclosure hereof. The legal holder of the indebtedness hereof is authorized to file a bill of foreclosure, and to take any proceedings for the foreclosure hereof, including reasonable collection charges, and all expenses and disbursements paid or incurred in the prosecution of such proceedings, and the whole title to said premises, shall be paid by the grantor, S, and the like expenses and disbursements incurred by any holder of any part of said indebtedness, as such may be a part by reason hereof shall also be paid by the grantor, S; all such 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 in the premises and all interests thereon pending such foreclosure proceedings, and consent that upon the filing of a bill to foreclose this Trust Deed, the trustee or some other suitable person may be appointed Receiver of said premises, without notice, and without complaints being required to give any bond, whether the premises be then occupied as a homestead or not, and irrespective of the holding 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 issuance of deed in case of sale, and may collect rents, allow or repair said premises and put and maintain them in first class condition and out of the income, may pay expenses of Receiver, insurance premiums, all taxes and assessments which are a lien or charge at any time during the Receivership, and all other charges, and may also pay and do whatever the trustee 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 possession or not, shall be a lien in favor of the legal holder of the indebtedness hereby secured rendering the surplus, 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 failure to act then 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 grantor, and if for any like cause said first successor 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 the same by deed. This Trust Deed and all provisions hereof, shall extend to and be binding upon the grantor S and all persons claiming under or through the grantor, S.

Witness the hand S and seal S of the grantor S this 12th day of October A. D. 19 72
George W. Skells, Jr. (SEAL) GEORGE W. SKELLS, JR.
Ellen Ann Skells (SEAL) ELLEN ANN SKELLS

*To be stricken out if no interest coupons are used.

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STATE OF ILLINOIS

County of COOK

ss.

I, Lucille R. Hentschel,

a Notary Public in and for and residing in said County, in the State aforesaid
DO HEREBY CERTIFY, That George W. Skells, Jr. and
Ellen Ann Skells



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 acknowledged
that they 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 October A. D. 19 72

Lucille R. Hentschel

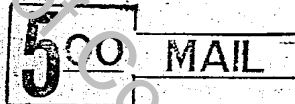
Notary Public

1972 OCT 19 AM 10 02

RECORDED IN DEEDS
COOK COUNTY, ILLINOIS
FILED FOR RECORD

OCT-19-72 517190 • 22090036 • A — Rec

5.10



22090036

TRUST DEED

GEORGE W. SKELLS, JR. AND

ELLEN ANN SKELLS, HIS WIFE
TO

CICERO STATE BANK

CICERO, ILLINOIS 60650



MAIL TO: CICERO STATE BANK
2446 SOUTH CICERO AVE
CICERO ILLINOIS 60650

PREPARED BY LEGAL BLANK CO. CHICAGO

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