

TRUST DEED-INSURANCE, RECEIVER AND RENTY. No. 206-R
FOR ONE OR MORE NOTES, WITH OR WITHOUT COUPONS (ILLINOIS) REVISED TO MARCH 1939

22 198 279

This Indenture Witnesseth,

That the grantor, S John F. Hozian and wife Marsha M. Hozian (J) of Cook County, Illinois, in consideration of Sixty Two Hundred Seventy and 00/100 Dollars (\$6270.00) to her paid, CONVEY and WARRANT to A. V. Wallace 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 main, profits and income thereof, and everything appurtenant thereto, situated in the County of Cook in the State of Illinois, to wit: Lot 20 (ex. S. 85.75 ft.) in Block 48 in subdivision of Blocks 45, 47 to 53 in Circuit Court Partition in Section 31, Township 39 North, Range 13 East of the Third Principal Meridian.

Merely 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 John F. Hozian and wife Marsha M. Hozian (J) and by said mortgagors duly signed and delivered, Said note is in the amount of Sixty Two Hundred Seventy and 00/100 Dollars and is due and payable in 60 successive monthly installments of \$104.50 each except the final instalment which is due on this note. Said payments commence on the 15th day of March, 1973 and on the same day of each and every month thereafter until paid. Said note bears interest at the highest lawful rate after maturity.

THIS IS A JUNIOR TRUST DEED

Said note is further evidenced by interest coupons and interest certificates. Said note is held subject and interest thereon bear interest at the rate of seven per cent per annum after maturity, and the payable in lawful money of the United States of America, at the office of Sears Bank & Trust Co., 2401 W. Arthington St., Chicago

The Grantor, S, agrees, as follows: (1) to pay (a) the principal of said note, and the interest thereon as herein and in said note 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) to keep said premises in good condition and repair without waste and fire from any negligence or other loss or claim of loss; (4) to complete within a reasonable time any and all buildings now or at any time in process of erection on said premises, and to keep all buildings at 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 law holder of the indebtedness secured hereby, with loss clauses payable to the grantor herein as his insured may appear, and all such policies shall be deposited and remain with the law holder of the indebtedness secured hereby. The grantor is empowered to adjust, surrender, defend to arbitration and appointment, and collect, and apply to the reduction of said indebtedness any and all proceeds from any insurance policy covering said premises; and to that end the grantor irrevocably appointed the attorney in fact of the grantor, S, for the purpose of adjusting, defending to arbitration and collection, in any and all courts, and in any manner, all such adjustments, compromise, arbitration, appointment and collection. In case of termination hereof such insurance policy may be endorsed or rewritten so as to make the remainder payable to the donee executor 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, is not obliged to, make any payment or perform any act herebefore required of the grantor, and may, but is not obliged to, purchase, compromise or settle any tax lien or other lien or title or claim thereof, or release, assign, convey, or otherwise affect said premises, and when so doing, is not obliged to inquire into the validity of any tax assessment, tax lien, forfeiture, or lien or title or claim thereof. If any building or other improvement upon 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 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, shall be paid by the grantor, S, and in the absence of such payment, the Trustee or any such holder may, but is not obliged to, cause the same to be paid, and shall be so much additional indebtedness secured hereby, immediately due and payable on demand, 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 accrued 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 rate of 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 such taxes and disbursements, paid or incurred by the grantor, S, or by any other person, shall be paid by the grantor, S, and in the absence of such payment, the Trustee or any such holder may, but is not obliged to, cause the same to be paid, and shall be so much additional indebtedness secured hereby, immediately due and payable on demand, 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 accrued 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 rate of 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 such taxes and disbursements, paid or incurred by the grantor, S, or by any other person, shall be paid by the grantor, S, and in the absence of such payment, the Trustee or any such holder may, but is not obliged to, cause the same to be paid, and shall be so much additional indebtedness secured hereby, immediately due and payable on demand, with interest at seven per cent per annum.

As additional security the grantor, S, hereby assigns, all the rents, issues and profits arising or to arise out of said premises to the grantee herein and assigns to 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 in such respect, to receive, sue for, or otherwise collect such rents, issues and profits, to serve all notices which may be or become necessary in such respect, and to apply the proceeds thereof, first, to the payment of the expenses of operating and charges against said premises, and, second, to the payment of the indebtedness hereby secured hereunder, and, third, to the payment of the balance thereof to the grantor, S, or his assigns, and to apply the proceeds thereof, first, to the payment of the expenses of operating and charges against said premises, and, second, to the payment of the indebtedness hereby secured hereunder, and, third, to the payment of the balance thereof to the grantor, S, or his assigns, and to apply the proceeds thereof, first, to the payment of the expenses of operating and charges against said premises, and, second, to the payment of the indebtedness hereby secured hereunder, and, third, to the payment of the balance thereof to the grantor, S, or his assigns.

In The Cert of the death or permanent removal from said Cook County of the grantor, or his refusal or failure to act thereon, F. A. Peluso of Cook County, Illinois, 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 also shall fail or refuse to act, the person who shall then be the acting Receiver 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.

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, of the grantor, S, this 23rd day of January, A.D. 1973. John F. Hozian (SEAL) Marsha M. Hozian (SEAL)

*To be certain out if an interest coupon are used

22 198 279

UNOFFICIAL COPY

Robert C. Van Steen
1973 JAN 24 PM 2 35

RECORDED OF DEEDS
COOK COUNTY ILLINOIS
FILED FOR RECORD

State of Illinois }
County of Cook } ss.

JAN-24-73 567901 • 22198279.4 A — Rec

5.00

I, Robert C. Van Steen, a NOTARY
PUBLIC in and for said County in the State aforesaid, Do Herewith Certify,
that John F. Hozian & Wife Marsha M. Hozian, (J)

_____, 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 _____ 23rd
day of _____ January _____ A. D. 1973

Robert C. Van Steen
Notary Public



5.00

22198279

Property of Cook County Clerk's Office

Box 123

Trust Deed

John F. Hozian & wife Marsha M.
Hozian, (J)

TO

A. V. Wallace, Trustee

55 100 519

END OF RECORDED DOCUMENT