

TRUST DEED—INSURANCE, RECEIVER AND RENTS. FOR ONE OR MORE NOTES, WITH OR WITHOUT COUPONS, ILLINOIS

No. 206-R REVISED TO MARCH 1933

GEO. E. COLE & CO. CHICAGO LEGAL BLANKS

22 266 217

This Indenture Witnesseth,

That the grantor, James Williams and Marvetta Williams, his wife... Cook County, Illinois... One thousand and No/100 (\$1000.00) ... Dollars ... in hand paid, CONVEY and WARRANT to Gordon J. Hapburn... Cook County, Illinois, and to his successors in trust, the following described real estate...

The East eighty five (85) feet of Lot Fourteen (14) in Block Fifty (50) in subdivision by Blue Island Land and Building Company known as Washington Heights in Section Eighteen, (18) Township Thirty seven (37) North Range Fourteen (14) East of the Third Principal Meridian.

In Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein set forth. Whereas, the grantor, s James Williams and Marvetta Williams, his wife... their principal promissory note... Bearer, for the principal sum of One Thousand and No/100 (\$1000.00) Dollars, with date on or before Ninety days after date, with interest at the rate of seven per cent per annum.

THIS IS A JUNIOR MORTGAGE: Subject to mortgage dated October 31st 1972, recorded as document #22110221;

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 Erwin L. Danko, 6310 S. Artesian Ave., Chicago

The Grantor S. 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 rebuild or 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 expense from any mechanic or other lien 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, to companies to be approved by the legal holder of the indebtedness secured hereby, with loss clause payable to the grantor here as his interest may appear, and all such policies shall be deposited and remain in the legal holder of the indebtedness secured hereby. The grantee is empowered to adjust, compromise, submit to arbitration and appraisement, and collect, and add to the principal of said indebtedness any claim for loss under any insurance policy covering said premises; and to that end the grantee 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 other writings as shall be requisite to completely accomplish such adjustment, compromise, arbitration, appraisement and collection. In case of foreclosure hereof such insurance policy may be endorsed or rewritten so as to make 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 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 hereinbefore required of the grantor, s, 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 foreclosure 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 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 foregoing 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 their lien hereof, and reasonable compensation for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby, to be paid by the grantor, s 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 the terms. All expenses and disbursements, said or incurred in behalf of complainant in connection with proceedings for the foreclosure hereof—including reasonable solicitor's fees, attorneys' fees for documentary evidence, stenographer's charges, cost of procuring or of completing abstract showing the whole title to said premises—shall be paid by the grantor, s, and the like expenses and disbursements occasioned by any suit or proceedings wherein the grantee, or any holder of any part of said indebtedness, as such, may be a party, for reason hereof shall also be paid by the grantor, s. 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, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and consents 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 a person or the adequacy of the security, with the usual powers and duties of Receivers, and that said Receiver may continue in office during the pendency of said foreclosure and thereafter until redemption made or the issuance of a deed in case of sale, and may collect rents, alter or repair said premises and put and maintain them in first class condition, and out of the income, may pay expenses of stockpiling, insurance premiums, all taxes and assessments which are a lien or charge at any time during the receivership, cost of operating, repairs and 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 in any foreclosure decree entered in such proceedings, and in case of sale and deficiency, the deficiency, whether there be a decree therefor by permission or not, and whether or not the 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 receivership.

An additional security the grantor, s, hereby assigns, all the rents, issues and profits arising or to arise out of said premises to the grantee, s, 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 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 he may deem 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 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 grantee, or his refusal to perform the duties hereunder to act then Luther M. Lorance of said Cook County is hereby made first 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, s, and all persons claiming under or through the grantor, s.

Witness the hand, s, and seal, s, of the grantor, s, this seventh day of December, A. D. 1972

James Williams (SEAL)
Marvetta Williams (SEAL)

*To be stricken out if no interest coupons are used

22 266 217

Office

UNOFFICIAL COPY

Richard R. Olson
1973 MAR 28 PM 1 57

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

State of Illinois }
County of Cook } ss.

MAR-28-73 599617 • 22266217 • A — Rec 5.10

I, Erwin L. Dankers, a NOTARY
PUBLIC in and for said County in the State aforesaid, **Do Hereby Certify**,
that James Williams and Marvetta Williams, his
wife
....., personally known to
me to be the same person... whose name... subscribed to the foregoing
Instrument, appeared before me this day in person and acknowledged that t... they...
signed, sealed, and delivered the said Instrument as their free and volunt-
ary 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 seventh
day of December A.D. 1972

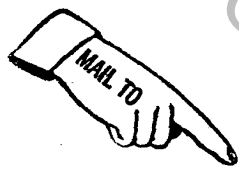
Erwin L. Dankers
Notary



Property of Cook County Clerk

500 MAIL

22266217



Trust Deed

Williams
TO
Hepburn Jr.

*Mail to C. Lorraine
2825 West Montague Ave
Chicago Ill 60643
E 1969 - see copy*

ANY OTHER COPIES
FORWARDED TO
GEORGE COOK COUNTY ILLINOIS

END OF RECORDED DOCUMENT