

22 296 561

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

This Indenture Witnesseth,

and Sharon L. Tripoli, his wife That the grantor(s) Kenneth V. Tripoli of Cook County Illinois in consideration of Eighteen Thousand Eight Hundred and no/100 Dollars is 18,800.00, in hand paid, CONVEY and WARRANT to Florence Brehm 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 15429 in Section 2, Weathersfield Unit 15 Resubdivision No. 2, in the South West quarter of Section 21, Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded May 20, 1969, in the Office of the Recorder of Deeds of Cook County, Illinois, as document 20846671 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 grantor(s) justly indebted upon ONE principal promissory note bearing even date herewith, payable to the order of FIRST ARLINGTON NATIONAL BANK, and delivered in the principal sum of \$ 18,800.00 payable as follows: on demand, and if no demand be made, then on the 19th day of June, 1973, with interest at the rate of 8 1/2 per annum after date,

said note(s) bears interest at the highest rate permissible after maturity, principal and interest payable in lawful money of the United States of America, at the office of FIRST ARLINGTON NATIONAL BANK, IN ARLINGTON HEIGHTS, ILLINOIS, or at such other place as the legal holder thereof may from time to time in writing appoint.

The Grantor(s) agree(s) 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 waste and free from any mechanics' or other liens or claims 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 companies to be approved by the legal holder of the indebtedness secured hereby, and to cause such insurance to be in full force and effect, 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 satisfaction of said indebtedness any claim for loss arising under any insurance policy covering said premises; and to that end the grantee is irrevocably authorized to employ an attorney in fact of the grantor(s) for grantor(s) and in grantor(s) name(s) and to execute and deliver such receipts, releases and other writs as shall be requisite to completely accomplish such adjustment, compromise, arbitration, appraisal and collection. In case of foreclosure hereof such an insurance policy may be endorsed or rewritten so as to 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 obligated to, make any payment or perform any act hereinbefore required of the grantor(s) and may, but is not obligated to, purchase, compromise or settle any tax lien or other claim or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises, and when so doing, is not obligated to inquire into the validity of any tax, assessment, tax sale, 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 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 therefor at the highest rate permissible.

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 the highest rate permissible, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if the 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 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 by 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) waive(s) all right to the possession of, and income from, said premises pending such foreclosure proceedings, and consent(s) 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 complaint 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 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, taxes or repair said premises and put and maintain them in first class condition and out of the income, may pay expenses of Receivership, insurance premiums, all taxes and assessments which are a lien or charge at any time during the Receivership, cost of such alterations 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 on any for the decree entered in such proceedings, and in case of a sale and deficiency, the deficiency, whether there be a decree therefor in personam or not, and whether any subsequent owner of the equity or redemption be liable therefor or not, shall be paid out of the net income remaining at the termination of the receivership.

As additional security the grantor(s) hereby assign(s) all the rents, issues and profits arising or to arise out of said premises to the grantee hereof, or authorize(s) 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 institute forcible detainer 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 overplus, 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 or failure to act then, James T. Dodds III of said Cook County is hereby made first successor in this trust, and invested with all the title and 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.

Whenever in this instrument the expression "grantor(s)" appears it shall be held in each case to refer to and include the person or persons, singular or plural, natural or artificial, described in the premises of this deed, and this Trust Deed and all provisions hereof, shall extend to and be binding upon such person or persons and all persons claiming under or through them.

Witness the hand(s) and seal(s) of the grantor(s) this 19th day of April A. D. 1973

(SEAL) Kenneth V. Tripoli (SEAL) Sharon L. Tripoli (SEAL)

22 296 561

UNOFFICIAL COPY

1973 APR 23 AM 9:29

PROFESSOR OF LAW
COOK COUNTY ILL.

APR-23-73 614540 • 22296561-A — Rec 5.00

State of Illinois }
County of Cook } ss

I, *Charles H. Deager*, a NOTARY PUBLIC in and for said County in the State aforesaid,

Do Hereby Certify, that Kenneth V. Tripoli and Sharon L. Tripoli, his wife

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 20th day of April A. D. 1973



Charles H. Deager
Notary Public.

State of Illinois, County of _____, I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that personally known to me to be the _____ President of _____

corporation, and _____ personally known to me to be the Secretary of said corporation, and 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 severally acknowledged that as such _____ President and _____ Secretary, they signed and delivered the said instrument as _____ President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of _____ of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____ 19 _____

Commission expires _____ 19 _____

NOTARY PUBLIC

DOCUMENT NUMBER

22296561

Trusteed

TO

Trustee for
FARMINGTON NATIONAL BANK

5.00

MAIL TO

SS SEP 20 1973

UNOFFICIAL COPY