

UNOFFICIAL COPY

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

NO 206-R
REVISED TO MARCH 1956

Geo E. Cook & Co Chicago
LEGAL BLANKS

22 297 168

This Indenture Witnesseth,

Sidney H. McComb and Dorothy J. McComb, wife of Cook County, Illinois,
in consideration of Thirty Eight Hundred and no/100 (\$3,800.00) Dollars
of J. in hand paid CONVEY and WARRANT to Joseph G. Engert
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
resits, profits and income thereof, and everything appurtenant thereto, situated in the County of Cook
in the State of Illinois, to wit:
The South 26 feet of Lot 30 in Hoge's Subdivision of the South half of the East half of the West half of the South West quarter of the South East quarter of Section 17, Township 38 North, Range 14, 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;
That the Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein set forth,
The grantors, Sidney H. McComb and Dorothy J. McComb, his wife,
has hereby issued and delivered to the Bearer,
for the sum of Thirty Eight Hundred and no/100 Dollars, payable in
thirty seven equal monthly installments of One Hundred and no/100
Dollars each on the 15th day of each and every month commencing
May 15, 1973, with a final installment of the then remaining balance
on April 15, 1976, said installments to include interest at the rate
of eight percent per annum, payable monthly on the whole amount of
said principal sum remaining from time to time unpaid.

This Trust Deed is a Purchase Money mortgage.

*This mortgage is further secured by interest coupons at 8% per annum.

Each principal and interest note bears interest at the rate of seven percent per annum after maturity, and are payable in lawful money of the United States of America,
at the office of
Jonque, Inc. Chicago Illinois, or at each other place or the legal holder thereof may from time to time in writing, or last.

The Grantors agree 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 of 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 incumbrances other than the lien or claim of tax; (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 as 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 claims payable to the grantors 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 grantors is empowered to adjust, compromise, arbitrate and settle any and all claims for loss arising under any insurance policy covering said premises; and to that end the grantors irrevocably appointed the attorney in fact of the grantors, and in and in the event of his death or disability, his heirs, executors, administrators, assigns and assigns, to execute and deliver such receipts, releases and other writings as shall be requisite to completely accomplish such claims; and to compromise, arbitrate, settle and to execute in case of foreclosure hereon such insurance policy may be endorsed or rewritten so as to make loss thereunder payable to the decree creditor or creditors or after sale pursuant to such decree of the Master's certificate of sale, and such decree may so provide.

In case of default therein the grantors, or the holder of said indebtedness or any part thereof, may, but is not obligated to, make any payments or perform any act hereinbefore required of the grantors, and may, but is not obligated to, purchase, discharge, compromise or settle any tax, lien or other lien or title or claim thereon, 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, lien or other lien or title or claim thereon. 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 above purposes and all expenses paid or incurred in connection therewith, including a attorney's fees, and any other moneys advanced by the grantors 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 with its accreted interest at seven percent per annum.

In the event of a breach of any of the above agreements, the whole of said indebtedness, including principal and all accrued interest as well as 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 percent 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 expenses and costs, including a reasonable attorney's charges, cost of printing or of completing abstract showing the whole title to said premises shall be paid by the grantors, and the like expenses and costs shall be paid by the party by reason hereof shall also be paid by the grantors; 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 foreclosing proceedings. The grantors waives all rights to the possession of, and income from, said premises pending such foreclosure proceedings, and consent that upon the filing of a bill to foreclose this Trust Deed, the grantors or some other suitable person or corporation may be appointed Receiver of said premises, without notice, and without receipt, 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. In 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. In the event of a sale, and may collect rents, and may collect said premises and pay 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, costs of such abatements and repairs, and may, if so ordered in such proceedings, and in case of a sale and deficiency, the deficiency, whether there be a decree therefor by foreclosure 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 Receivership.

An additional security the grantors hereby assigns all the rents, issues and profits arising or to arise out of said premises to the grantors herein and authorizes him, in his own name as assignor, 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 to insure said premises, for each term or terms, and upon such conditions as he may deem proper, and 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 the overplus, if any, to the grantors. 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 refusal or failure to act then Chicago Title Insurance Co. of said Cook County, Illinois, may be named as 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 Recorder of Deeds of said Cook County, Illinois, is hereby made second successor in this trust with like title and powers.

When all of the above agreements are performed, the grantors 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 and all persons claiming under or through the grantors.

Witness the hand and seal of the grantors, this 12th day of April, A. D. 1973

Sidney H. McComb (REAL)
Dorothy J. McComb (REAL)

*To be stricken out if no interest coupons are used

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UNOFFICIAL COPY

Sidney H. McComb
1973 APR 23 PM 12 08

RECORDS OF DEEDS
COOK COUNTY ILLINOIS

APR-23-73 614944 • 22297168 - A - Rec 510

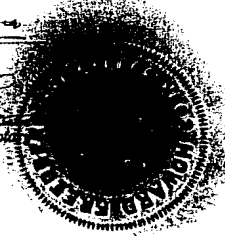
State of Illinois)
County of Cook) ss.

I, *Howard L. ...*, a NOTARY
PUBLIC in and for said County in the State aforesaid, Do Hereby Certify,
that Sidney H. McComb and Dorothy J. McComb, wife

....., 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 t he y
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 12th
day of April, A. D. 19 73.

Howard L. ...
Notary



Property of Cook County Clerk's Office

500 MAIL

22297168

Trust Deed

TO



MAIL TO:

NORTHWESTERN INVESTMENT CO.
SUITE 1236
69 W. WASHINGTON ST.
CHICAGO, ILLINOIS 60602

GEORGE E. COLE & COMPANY

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