

23 450 345

TRUST DEED - INSURANCE, RECEIVER AND REPLY. FOR ONE OR MORE NOTES, WITH OR WITHOUT COLLATERAL.

609-382

This Indenture Witnesseth,

McDonald and Susan E. McDonald, his wife, That the grantor(s) **Thomas P. Cook** County, Illinois

In consideration of **Nine Thousand Eight Hundred Eighty Four and 28/100** Dollars
(**9,884.28**), in hand paid, CONVEY and WARRANT to **Florence Brahm, 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 appertaining thereto, situated in the County of Cook, in the state of Illinois, to wit: **Lot 21 in C. H. Taylors Arlington Park Gardens being a Subdivision of the West 1/2 of the East 1/2 of the North West 1/4 of Section 28, Township 42 North, Range 11 East of the 1st 1/4 Principal Meridian except that part of the said lot 21 lying East of the West line of lots 3 and 6 in Larsen's Resubdivision of lots 1 to 8 both inclusive together with the vacated street lying between said lots 1 to 8 both inclusive in H. R. Jacobsen and Company's Euclid Avenue Subdivision being a Subdivision of the South 660.45 feet of the East 1/4 of the North West 1/4 of the North West 1/4 of Section 28, Township 42 North, Range 11 East of the 1st 1/4 Principal Meridian in Cook County, Illinois.**

Hereby selling and conveying the above and by virtue of the beneficial assignment and of the sale of the same, in Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein set forth.

Whereas, the grantor(s) hereby 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 **\$9,884.28** payable as follows: **In 83 successive monthly installments of \$117.67 each and a final installment, which shall be \$117.67 beginning on May 15, 1976 and thereafter on the same day of each subsequent month until paid in full.**

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THIS IS A
MAJOR INSTRUMENT

said note(s) here(s) referred to the said note 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**, and such other places as the said holder thereof may from time to time in writing appoint.

The Grantor(s) hereby covenants as follows: (1) to pay said indebtedness, and the interest thereon as herein and in said notes provided, or according to any agreement extending the time of payment; (2) to pay, prior to the first day of May in each year, all taxes and assessments against said premises, and, on demand, to reimburse the holder of the indebtedness herefor; (3) within sixty days after destruction or damage to or rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) to keep said premises well fenced and well enclosed with a fence at least six feet high and to repair, replace or rebuild the same within a reasonable time and all buildings now and at any time in process of erection on said premises; and (5) to keep all buildings at 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 the sum payable to the grantee herein as his interest may appear, and all such policies to be deposited and remain with the legal holder of the indebtedness secured hereby. The grantee is empowered to adjust, compromise, defend or prosecute and to settle and to pay, and to collect, and to apply to the reduction of said indebtedness any claim for loss arising under any insurance policy covering said premises; and in that event the grantee is irrevocably appointed the attorney in fact of the grantor(s) for grantor(s) and in grantor(s) authorized to execute and deliver such receipts, releases and other writings as may be required to completely accomplish such adjustment, compromise, litigation, appraisal and collection. In case of foreclosure hereof each such insurance policy may be endorsed or rewritten so as to comply with the requirements of the devise creditor or creditors or after sale pursuant to such decree to the holder of the Master's certificate of sale, and such documents to be provided.

In case of default therein the grantor, 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, discharge, compromise or settle any tax lien or other lien or claim thereof, or release from any tax sale or forfeiture affecting said premises and when so doing is not obliged to inquire into the validity of any lien, assessment, tax sale, forfeiture, or lien or title or claim thereof. If any building or other improvement upon said premises, at any time, shall 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 herewith, including attorney's fees and any other moneys advanced by the grantor or such holder to protect the lien hereof, and reasonable compensation for any matter concerning which action hereof authorized may be taken, shall be so much additional indebtedness secured hereby, immediately due and payable without notice, with interest thereon 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 rate herein provided, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all said indebtedness had been matured by the date of such breach, and all expenses, paid or incurred in behalf of the legal holder in connection with such foreclosure proceedings, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or of completing a deed 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 proceeding against the grantor, or any holder 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 grantor 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 Deed in case of sale, and may collect rents, alter or repair and premises and put and maintain them in first class condition and 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 grantor(s) 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 delivery, 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 assigns(s) all the rents, issues and profits arising or to arise out of said premises to the grantee herein and authorizes him, in his own name as assignee, or substitute, to receive, sue for, or otherwise collect such rents, issues and profits, to serve all notices which may be or become necessary to enforce the same, to execute, defend or prosecute, to receive, account, lease, and redeem 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 reducing the principal, 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 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 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 is hereby made second successor to this trust with like title and powers.

When any of the aforesaid agreements are performed, the grantor or his successors in trust, shall release said premises to the party entitled, on receiving the reasonable expenses.

Witnesses in this instrument the respective parties appear it shall be held in each case as refer to and include the person or persons, standing in their natural or artificial, described in the premises of this deed. This Trust Deed and all provisions hereof, shall extend to and be binding upon each person or persons and all persons claiming under through them.

Witness the hand(s) and seal(s) of the grantor(s) this **12th** day of **April**, A. D. 19 **76**

PREPARED BY **W. T. LEE**

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Thomas P. McDonald
THOMAS P. McDONALD (SEAL)

Susan E. McDonald
SUSAN E. McDONALD (SEAL)

BOX 57

23 450 345

UNOFFICIAL COPY

State of Illinois }
County of Cook } ss.

I, Jean S. O'Connell, a NOTARY
PUBLIC in and for said County in the State aforesaid,
Do Hereby Certify, that Thomas P. McDonald and Susan E.
McDonald, 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 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 76



Jean S. O'Connell
Notary Public.

FILED FOR RECORD

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*23450345

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 the _____

IMPRESS
SEAL
HERE

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

Trusteed

TO

Trustee for

FIRST ARLINGTON NATIONAL BANK

First to
First Arlington
National Bank
P. O. Box 247
Arlington Heights, Ill. 60005

END OF RECORDED DOCUMENT