

23 668 942

10.00

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

This Indenture Witnesseth,

That the grantor(s) Thomas P. McDonald of Cook County, Illinois

do hereby certify and warrant that the within and foregoing 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:

Twelve Thousand Three Hundred Seventy Six and 08/100 Dollars in consideration of

(12,376.08) 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 21 in C. H. Taylors Arlington Twn 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 Third Principal Meridian except that part of the said Lot 21 lying East of the West line of Lots 3 and 6 in Larsen's Subdivision 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 Third Principal Meridian in Cook County, Illinois.

Hereby releasing and waiving all rights and claims 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 \$12,376.08 payable as follows: In 83 successive monthly installments of \$151.62 each and a final installment, which shall be \$151.62 beginning on November 10, 1976, and thereafter on the same day of each subsequent month until paid in full.

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

The Grantor(s) agree(s) as follows: (1) to any 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 claim of lien; (5) to complete within a reasonable time any and all additions, now or at any time in process of erection on said premises; and (6) to keep all buildings on said premises insured against loss, fire, lightning and tornado to their full insurable value, and all such policies shall be deposited and remain with the legal holder of the indebtedness secured hereby, with loss clause payable to the grantor(s) as his interest appears; (7) the grantor(s) hereby irrevocably appoints the attorney in fact of the grantor(s) for grantor(s) and in insurance policy covering said premises; and so that the grantee is irrevocably appointed the attorney in fact of the grantor(s) to completely accomplish such adjustment, compromise, arbitration, appraisal and collection, in case of foreclosure hereof each such insurance policy may be endorsed or restricted so as to make 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 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 heretofore required of the grantor(s) and may, but is not obligated to, purchase, discharge, compromise or settle any tax lien or other lien or title or claim, or foreclose from any tax sale or foreclosure affecting said premises and upon so doing is not obligated to inquire into the validity or the 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 grantor(s) or such holder to protect the lien hereof, and reasonable compensation for each act hereof, shall be a lien in favor of the holder of this note herein authorized may be taken, shall be so much additional indebtedness secured hereby, immediately due and payable with interest thereon at the highest rate permissible.

In the event of a breach of any of the foregoing agreements, the whole of said indebtedness, including principal and interest, shall, at the option of the legal holder thereof, 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 or by any other legal proceeding for the recovery of such debt, and the grantor(s) shall be liable for the same as if all said indebtedness had been matured by express terms of the instrument, and the like expenses and disbursements occasioned by any suit or proceeding, whether by 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 title to said premises shall be paid by the grantor(s); and in the event of such foreclosure, the grantor(s) shall be liable for the whole of the indebtedness secured hereby, and shall be an additional lien upon said premises, and included in any decree that may be rendered in such foreclosure proceedings, and consent(s) to 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 Decree in case of sale, and may collect rents, after or before sale, and may cause to be paid to him, or to any other person, the proceeds of such sale, and may also pay or cause to be paid the cost of repairs, and assessments which are a lien or charge at any time during the Receivership, and all other charges against said premises, and in all such proceedings, and in case of a sale and deficiency, the deficiency, whether there be a decree therefor in personam or not, and 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, shall be a lien in favor of the holder of this note and shall be paid out of the net income remaining at the termination of the receivership.

An 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 herein and authorizes(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, and to execute all assignments, 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, Illinois, 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 foregoing 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 8th day of October A. D. 1976

PREPARED BY M. TICHE
FIRST ARLINGTON NATIONAL BANK (SEAL)
1 North Dunton
Arlington Heights, Ill. 60005 (SEAL)

Thomas P. McDonald (SEAL)
Susan E. McDonald (SEAL)
Susan E. McDonald

UNOFFICIAL COPY

State of Illinois }
County of Cook } ss.

I, Irene F. Chapman, 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 E. McDonald, 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 8th day of October, A. D. 1976

Irene F. Chapman
Notary Public.

Sidney H. Olson
RECORDER OF DEEDS
*23668942

COOK COUNTY, ILLINOIS
FILED FOR RECORD
OCT 12 '76 1 49 PM

State of Illinois, County of _____, ss., 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.

DOCUMENT NUMBER

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

Commission expires _____ 19____ NOTARY PUBLIC

Trusteed

BOX 533

TO

Trustee for
FIRST ARLINGTON NATIONAL BANK

MAIL TO
FIRST ARLINGTON
NATIONAL BANK
P. O. Box 247
Arlington Hts., Ill. 60005

END OF RECORDED DOCUMENT