

23 721 943

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

This Indenture Witnesseth,

That the grantor(s) Gerard A.

Sublette and Gloria G. Sublette, his wife

of Cook

County, Illinois

in consideration of Twenty One Thousand Five Hundred Sixty One and no/100

Dollars

(\$21,561.00.), in hand paid, CONVEY.....and WARRANT.....to Florence Brehm

Trustee, of Cook

County, Illinois, and to his

successor 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 13 in Raymond L. Lutgert's subdivision of the West 78 acres of the South West 1/4 of Section 19, Township 42 North, Range 11 East of the Third Principal Meridian (except the South 25 feet thereof) in Cook County, Illinois

740212

1000

Hereby releasing and waiving all claims 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) is/are 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 \$21,561.00, payable as follows: In 59 successive monthly instalments of \$359.35 each and a final instalment, which shall be \$359.35 beginning on January 5, 1977 and thereafter on the same day of each subsequent month until paid in full.

THIS IS A JUNIOR MORTGAGE

said note(s) bear(s) interest at the highest rate permissible as a first mortgage, principal and interest payable to the order 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 machines 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, with loss clause payable to the grantee 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 grantee is empowered to adjust, compromise, submit to arbitration and appraisement, and collect, and apply to the reduction of said indebtedness any claim for loss arising 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 grantor(s) and in grantor(s) names and to defend, create 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 such insurance policy may be enforced or rewritten 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, discontinue, compromise or settle any tax lien or other lien or claim thereof, or redeem from any tax sale or forfeiture affecting said premises and when so doing, is not obliged 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 complaint to be filed in any form and manner deemed expedient. All moneys paid for any of the aforesaid 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 the lien hereof, and reasonable compensation for such 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 thereat 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 all said indebtedness had been matured by express terms. All expenses and disbursements, paid or incurred in behalf of the legal holder in connection with proceedings for the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of preparing or of completing the 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, 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 proceedings. 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 for foreclosure 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 sufficiency 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, after 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 to the payment of the expenses of 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 assigns(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 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 expenses of such proceedings 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 November, A. D. 1976

PREPARED BY  
FIRST ARLINGTON NATIONAL BANK  
1 North Dunton  
Arlington Heights, Ill. 60005

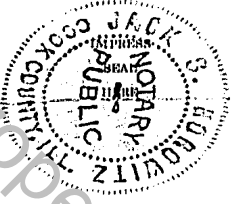
Gerard A. Sublette  
Gloria G. Sublette

23 721 943

# UNOFFICIAL COPY

State of Illinois }  
County of..... } ss.

I, ..... Jack Horowitz ....., a NOTARY PUBLIC in and for said County in the State aforesaid, **Do Hereby Certify**, that..... Gerard A. Sublette and ..... Gloria G. Sublette, his wife ..... , personally known to me to be the same person.....s.whose name.....s..... 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... Nineteenth day of..... November....., A. D. 19... 76

*Jack Horowitz*  
Notary Public.  
MY COMMISSION EXPIRES.....  
*Edmund Robinson*  
RECORDER OF DEEDS  
\*23721943

COOK COUNTY, ILLINOIS  
RECORD  
Nov 23 1 03 PM '76

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 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

**Trust Deed**  
TO  
Trustee for  
FIRST ARLINGTON NATIONAL BANK  
MAIL TO  
FIRST ARLINGTON NATIONAL BANK  
P. O. Box 247  
Arlington Hts., Il. 60005

END OF RECORDED DOCUMENT