

682822

STATE OF ILLINOIS
MCHENRY COUNTY SS
FILED FOR RECORD

TRUST DEED

Insurance and Receiver

682822

76 DEC 23 P12:31

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THIS IS A JUNIOR TRUST DEED

RECORDED

This My Signature, WITNESSETH, That the Grantor s, DAVID P. HAY and MARILYN E.

HAY, husband and wife

of the Village of Prospect
Heights County of Cook and State of Illinois for and in
consideration of the sum of FIFTY THOUSAND and no/100-----DOLLARS,
in hand paid, CONVEY and WARRANT to HAROLD BENECKE, Trustee
of the County of McHenry
and State of Illinois and to his successors in trust hereinafter named, for the purpose of securing performance
of the covenants and agreements herein, the following described real estate, with the improvements thereon including all heating,
gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said
premises, situated in the County of McHenry, in the State of Illinois, to wit:

Lot 23 in Gregos Subdivision, being part of the Southwest Quarter
of the Southwest Quarter of Section 23, Township 42 North, Range 11
East of the Third Principal Meridian, in Cook County, Illinois.

The South Half of the Southeast Quarter of the Southeast Quarter
of Section 29, Township 44 North, Range 6 East of the Third Principal
Meridian, in McHenry County, Illinois.

10.00

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 the performance of the covenants and agreements herein.

WHEREAS, The Grantors are

justly indebted upon one principal promissory Note bearing even date herewith, payable to the
order of BEARER in the principal amount of \$50,000.00 with interest at the
rate of 8% per annum on the unpaid balance, due on or before one year after
date hereof the residence of HAROLD BENECKE
or such other place as the legal holder hereof may from time to time in a writing appoint.

THE GRANTORS covenant and agree as follows: [1] to pay said indebtedness, and the interest thereon, as herein
and in said notes and coupons provided, or according to any agreement extending time of payment; [2] to pay prior to the time
the same become due under the law all taxes, general or special, and 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] that waste to said premises shall not be committed or suffered; [5] to keep all buildings at any time on said premises insured
against loss by fire and tornado, to the full insurable value, in companies to be approved by the holder of said indebtedness, and
deliver to the said holder of said indebtedness the insurance policies so written as to require all loss to be applied in reduction of
said indebtedness; [6] to keep the said property tenable and in good repair; and [7] not to suffer any mechanics' or other lien
to attach to said premises. In the event of failure so to insure, to pay taxes, general or special, or to keep the property in good
repair, or to prevent mechanics' or other liens attaching to said premises, the grantee, or the holder of said indebtedness, may
procure such insurance, or pay such taxes, general or special, or make such repairs as he may deem necessary to keep the said
premises in a tenable condition; or discharge or purchase any tax lien or title affecting said premises; and all moneys so paid
the grantor s agree to repay immediately without demand, and the same, with interest thereon from the date of payment
at seven per cent, per annum shall be so much additional indebtedness secured hereby.

The abstract of title of the within described property shall be left with the trustee until all said notes are paid, and in case of
foreclosure said abstract shall become the property of the purchaser at said foreclosure sale.

IN THE EVENT of a breach of any of the aforesaid covenants or 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 time of such breach at seven per cent, per annum, shall be recoverable by foreclosure hereof, or by
suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the fore-
closure hereof-including reasonable solicitor's fees, outlays, for documentary evidence, stenogra-
pher's charges, cost of procuring or completing an abstract of title showing the whole title to said premises embracing foreclosure
decrees-shall be paid by the grantor s; that the like expenses and disbursements occasioned by any suit or proceeding wherein

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the trustee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor, so that such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given until all such fees, expenses and disbursements, and the costs of suit, including solicitors' fees, have been paid. The grantor, so waive all right to the possession of, and income from said premises, pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this Trust Deed, a receiver shall upon motion of solicitor for complaint, without notice, be immediately appointed by the court before which such motion for the appointment of a receiver shall come on for hearing, to take possession or charge of said premises, and collect such income and the same, less receivership expenditures, including repairs, insurance premiums, taxes, assessments, and his commissions, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, in reduction of the amount of any decree of sale entered in any foreclosure proceeding, in payment or reduction of any deficiency after a Master's or Commissioner's sale under any decree of sale, in payment or reduction of any deficiency decree entered thereon, or, if not in either manner so applied, the court approving the receiver's report shall order that the same be paid to the person entitled to the deed under the Master's or Commissioner's sale. A bond on application for receiver is hereby expressly waived and it shall not be the duty of the trustee, legal holder of the notes or purchaser at any Master's or other sale, to see to the application of the principal sum hereby secured or of the purchase money, or to inquire into the validity of any taxes, assessments, tax sales, tax titles, mechanics' or other liens or titles, or the necessity for repairs in advancing money as herein before provided.

IN THE EVENT of the death, inability, removal or absence from said McHenry County of the grantee, or his refusal or failure to act, then RICHARD R. CROSS of said County, is hereby appointed to be the first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who then be the acting Recorder of Deeds of said County, is hereby appointed to be second successor in the trust. And when all the aforesaid covenant and agreements are performed, the trustee, or his successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

WITNESS the hand and seal of the grantor, this 27th day of December A. D. 1976

_____[SEAL]_____
David P. Hay [SEAL]
 _____ [SEAL]_____
Marilyn E. Hay [SEAL]
 _____ [SEAL]_____

STATE OF ILLINOIS)
) ss. I, the undersigned,
 COUNTY OF McHENRY)

a Notary Public in and for, and residing in said County, in the State aforesaid
 Do Hereby Certify, that DAVID P. HAY and MARILYN E. HAY,
husband and 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 27th day of December A. D. 1976

 Notary Public

Full Name of Grantee Harold Benecke Complete Name of Grantee Harold Benecke
 This Instrument Prepared by: _____
 Name THIS DOCUMENT PREPARED BY ATTORNEY RICHARD R. CROSS Address 18216 Route 176, Union, IL. 60180
226 WEST JUDD STREET, WOODSTOCK, ILLINOIS 60093

1976 DEC 27 AM 9 44

DEC 27 1976 5 02 665 • 23758809 • A • REC 10.00

Doc. No. _____

Trust Deed

From _____ To _____

1000

McHENRY COUNTY, ILLINOIS
 RECORDER'S OFFICE

WILLERT H. RUSSEL
 Recorder

23758809

MAIL TO

END OF RECORDED DOCUMENT