

TRUST DEED - INSURANCE, RECEIPTS AND NOTES, FOR ONE OR MORE NOTES, WITH OR WITHOUT COUPONS, (ILLINOIS)

23 941 340

This Indenture Witnesseth, That the grantor(s) Jerome A. Schur & Jaquelyn L. Schur, his wife

of Cook County, Illinois in consideration of Fourteen Thousand Five Hundred and no/100 Dollars (\$14,500.00), in hand paid, CONVEY and WARRANT to Robert W. Mills 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 20 of Block 15 in Winston Knolls Unit No. 3, being a Subdivision of parts of Sections 19, 20, 29 and Section 30, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded in the Recorder's Office of Cook County, Illinois, January 23, 1970 as Document 21065060 in Cook County, Illinois.

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 performance of the covenants and agreements herein set forth.

Whereas, the grantor(s) justly indebted to one principal promissory note bearing even date herewith, payable to the order of FIRST ARLINGTON NATIONAL BANK, and delivered, in the principal sum of \$14,500.00, payable as follows: On demand, and if no demand is made, then on the 19th day of May, 1978, I we, or either of us promise to pay to the Order of First Arlington National Bank at its Banking House in Arlington Heights, Illinois, Fourteen Thousand Five Hundred and 00/100 Dollars, for value received, with interest at the rate of 8 per cent per annum after date until maturity (payable at maturity after date).

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

The Grantor(s) agree(s) as follows: (1) to pay said indebtedness, and to keep said premises as hereinafter 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 buildings now or at any time in process of erection on said premises; and (6) to levy all liabilities at any time on said premises insured against loss by fire, including and towards 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 settlement, 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) name(s) and shall to execute and deliver such receipts, releases and other writings as shall be requisite to completely accomplish such adjustment, compromise, arbitration, agreement and collection. In case of foreclosure hereof such such insurance 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 to the order of the Master's certificate of sale, and such decree may so provide.

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 hereinafter 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 thereof, or redeem from any tax sale or forfeiture affecting said premises and when so done 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 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 therewith, including attorney's fees and any other moneys advanced by the grantor 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 without notice, with interest thereat the highest rate permissible.

In the event of a breach of any of the aforesaid agreements, the whole of said indebtedness, including principal and 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 completion of such proceedings for foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or of completing abstracts, and 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(s) or any holder of any part of said indebtedness, may be a party by reason hereof shall also be paid by the grantor(s); all of such 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 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 irrevocably the sole agent of any person or the assignee of the security, with the usual powers and duties of Receivers, and that said Receiver may continue to receive during the pendency of said foreclosure and thereafter until redemption made or the issuance of Deed in case of sale, and may collect rent, or repair and rebuild said premises and put and maintain them in first class condition and out of the income, may pay expenses of Receivership, insurance, and all taxes and assessments which are a lien or charge on any part of the premises, and may also sue and defend, and may also sue 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 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(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 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 Florence Brehm of Cook County, is hereby made first successor in this trust, and in case of her death or removal from said Cook County, 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 in the party entitled, on receiving his reasonable charges.

Whoever 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 May, A. D. 1977.

PREPARED BY Jerome A. Schur & Jaquelyn L. Schur FIRST ARLINGTON NATIONAL BANK (SEAL) 1 North Dunton Arlington Heights, Ill. 60005 Jerome A. Schur (SEAL) Jaquelyn L. Schur (SEAL)

23 941 340

THIS IS A JUNIOR MORTGAGE

