

ATLAS Acct. No. 48700109

TRUST DEED - INSURANCE, RECEIVER AND RENTS. No. 206-R FOR ONE OR MORE NOTES, WITH OR WITHOUT COUPONS (ILLINOIS) REVISED TO MARCH 1936

23 969 097.

This Indenture Witnesseth,

That the grantor, S. Albert King and Jennie May King of Cook County, Illinois, in consideration of Twenty-five Hundred Fifty-nine and 84/100 Dollars to them in hand paid, CONVEY and WARRANT to CONTINENTAL ILLINOIS NATL BANK & TRUST CO 231 S. La Salle St., Chicago, Ill. 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 interest thereon and everything appurtenant thereto, situated in the County of Cook, in the State of Illinois, to wit: The (10) Ten (10) Acres of Lot Twenty (20) and all of Lot Twenty-one (21) in Block Five (5) in McNeill's Addition to Evanston, a subdivision of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section 13 Township 41 North, Range 13 East of the Third Principal Meridian 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 grantors S. Albert King and Jennie May King justly indebted upon One bearing even date herewith, payable to the order of CONTINENTAL ILLINOIS NATIONAL BANK & TRUST CO in monthly installment of \$53.33 to commence February 15, 1976 with a final payment due on January 15, 1980, if not sooner paid.

(This is a Junior Lien) subject to that certain mortgage from Albert King and Jennie May King to Great Lakes Mortgage Co., dated February 23, 1971 and recorded March 5, 1971 as Document No. 21413557.

Said interest is further evidenced by interest notes of proper number and amount. Both principal and interest notes bear interest at the rate of ... and are payable in lawful money of the United States of America, at the office of ... in ... Illinois, or at such other place as the legal holder thereof may from time to time in writing appoint.

The Grantor agrees, 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 or loss of any 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 claims; (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 compliance to be approved by the legal holder of the indebtedness secured hereby, with loss clause payable to the grantee herein as the 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 appraisal, and collect, and apply to the reduction of said indebtedness any claim or 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, for ... and to attend to execute and deliver such receipts, releases and other writings as shall be requisite to completely accomplish such adjustment, compromise, arbitration, appraisal and collection. In case of foreclosure hereof of such insurance policy may be endorsed or rewritten so as to make loss thereunder payable to the grantee 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 obliged to, make any payment or perform any act hereinbefore required of the grantor, and may, but is not obliged to, purchase, discharge, compromise or settle any tax lien or other lien or claim thereon, or redeem from any tax sale or foreclosure affecting said premises and when so doing, is not obliged to inquire into the validity of any tax, assessment, tax lien, foreclosure, or lien or title or claim thereon. 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 attorneys' fees, and any other moneys advanced by the grantee or such holder to protect the lien hereof, and reasonable compensation for all claimants concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby, immediately due and payable without notice, with interest at ... per annum.

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 ... shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had been matured by express terms. All expenses and disbursements, paid or incurred in behalf of complainant in connection with proceedings for the foreclosure hereof - including reasonable solicitor's fees, outlays for documentary evidence, and other charges, cost of procuring or completing abstract showing the whole title to said premises - shall be paid by the grantor, and the like expenses and disbursements incurred 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, 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, ... waives ... all right to the possession of, and income from, said premises pending such foreclosure proceedings, and consent, ... that upon the filing of a bill to enforce 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 all the usual powers and duties of a Receiver, and that said Receiver may continue in office during the pendency of said foreclosure and thereafter until redemption made of the premises of Deed in case of sale, and may collect rents, after or before said premises are put and maintain them in first class condition and out of the income, may pay expenses of Receiver, 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 on any foreclosure 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, and whether any subsequent owner of the equity of 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, ... hereby assigns ... 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 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 foreclosure proceedings, to receive, possess, lease, and re-lease, 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, ... If and when the indebtedness hereby secured shall have been fully paid.

In The Event of the death or permanent removal from said ... County of the grantee, or his refusal or failure to act then he hereby made first successor in this trust, and invested with all the title and the 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 ... County is hereby made second successor in this trust with the 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. This Trust Deed and all provisions hereof, shall extend to and be binding upon the grantor, ... and all persons claiming under or through the grantor, ...

Witness the hand ... and seal ... of the grantor, ... this 18th day of December, A. D. 1975

S. Albert King (SEAL) J. J. ... (SEAL)

Twelve per cent (12%) \*To be stricken out if no interest coupons are used

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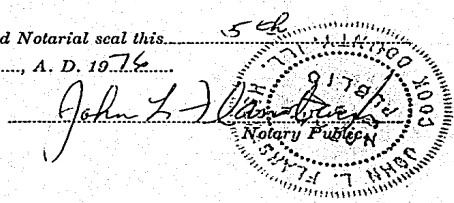
State of ILL.  
County of COOK } ss.

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JUN-14-77 390539 • 23969097 • A --- Rec 10.01

I, \_\_\_\_\_, a NOTARY PUBLIC in and for said County in the State aforesaid, Do Hereby Certify, that Albert King and Jennie May King

\_\_\_\_\_, personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ he signed, sealed, and delivered the said Instrument as \_\_\_\_\_ 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 \_\_\_\_\_ day of January, A. D. 1976



Property of Cook County Clerk's Office

23969097

487 01109

Trust Deed

TO



CONTINENTAL ILLINOIS NATIONAL BANK  
CONSUMER CREDIT DIVISION 20327  
221 SOUTH LA SALLE STREET, CHICAGO, ILL 60680

GEORGE SCHWERTFEGER  
Consumer Credit Division  
200 BUILDING - 27th FLOOR

END OF RECORDED DOCUMENT