

23 064 795

TRUST DEED—INSURANCE, RECEIVER AND RENTS. FOR ONE OR MORE NOTES, WITH OR WITHOUT COUPONS, FALLING DUE

7-2193 IN 193

This Indenture Witnesseth,

That the grantor(s) Joseph W. Ziegler and Jean E. Ziegler, his wife, Cook County, Illinois, in consideration of Three Thousand Five Hundred Thirty Eight and 20/100 Dollars (\$3,538.20) in hand paid, CONVEY and WARRANT to Florence Brehm 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, to-wit: 128 in Buffalo Grove Unit 2, being a Subdivision of Section 4 and Section 5, Township 42 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded, July 3, 1958 as Document 17251866 in Book 517 Page 12 by the Recorder of Deeds of 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 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 \$3,538.20 payable as follows: In 59 successive monthly installments of \$58.97 each and a final installment which shall be \$58.97 being on May 25, 1975 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 after maturity, principal in full in the event of default, in the State of Illinois, 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 or rebuilding or improvement on said premises, or any part thereof, to repair, rebuild or improve the same, without cost to the grantor(s) and free from any mortgage or other liens or claims of lien; (4) to complete within a reasonable time any and all buildings now or at any time in process of erection on said premises; and (5) 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 grantor(s) as his interest may appear, and all such policies shall be deposited and remain with the legal holder of the indebtedness secured hereby. The grantor(s) is empowered to adjust, compromise, submit to arbitration and appraisal, and collect, and apply to the satisfaction of said indebtedness any claim for loss arising under any insurance policy covering said premises; and to that end the grantor(s) irrevocably appoint(s) the attorney in fact of the grantor(s) for grantor(s) and in grantor(s) name(s) and deed 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 or a such insurance policy 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 holder 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 heretofore required of the grantor(s) and may, but is not obliged to, foreclose, or charge, 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 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 execution 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 heretofore suggested 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 accrued 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 complainant in connection with proceedings for the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of printing or of exhibiting a tract 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 grantor, 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 proceeding. The grantor(s) waives(s) all right to the possession of, and income from, said premises pending such foreclosure proceedings, and consents(s) 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 respectively of the nature of any person or the adequacy of the security, with the usual powers and duties of Receiver, 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 sell, lease, alter or repair said premises and put and maintain them in first class condition and out of the income, may pay expenses of Receiver(s), all taxes and assessments which are a lien or charge at any time during the Receivership, cost of such alterations and repairs, and may so pay and do whatever the grantor is hereby authorized to pay and do. The net income, or any part thereof, may be applied from time to time to any foreclosure decree entered in such proceedings, and in case of a sale and deficiency, the deficiency, whether there be a decree therefor in possession 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 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(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 grantor, or his refusal or failure to act then James I. 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 grantor, 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 grantor or his successor in trust, shall release said premises to the party entitled to, 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, individually 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 hands and seal(s) of the grantor(s) this 24th day of April A. D. 1975

PREPARED BY: 7-1166  
EVA MURPHY HANCOCK  
1111 N. LaSalle  
Chicago, Illinois 60610

(SEAL) Joseph W. Ziegler (SEAL)  
Joseph W. Ziegler  
(SEAL) Jean E. Ziegler (SEAL)  
Jean E. Ziegler

23 064 795

# UNOFFICIAL COPY

State of Illinois }  
County of Cook } ss.

I, Helene A. Kamm, a NOTARY  
PUBLIC in and for said County in the State aforesaid,  
Do Hereby Certify, that Joseph W. Ziegler and Jean  
E. Ziegler, 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...  
signed, sealed, and delivered the said Instrument as their free and volun-  
tary 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 24th  
day of April, A. D. 1975

Helene A. Kamm  
Notary Public



Property of Cook County Clerk's Office

RECORDED OF DEEDS  
COOK COUNTY ILLINOIS

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MAR 25-75 987633 • 23064795 • A — Rec

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State of Illinois, County of Cook, 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

corporation, and Secretary of said 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 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.

IMPRESS  
SEAL  
HERE

DOCUMENT NUMBER

23064795

Given under my hand and official seal, this day of 1975

Commission expires 19

NOTARY PUBLIC

Trust Deed

TO

First ARLINGTON NATIONAL BANK

First ARLINGTON NATIONAL BANK  
IN ARLINGTON HEIGHTS, ILL. 60006  
P.O. Box 247  
Arlington Hts, Ill 60006

COO MAIL

END OF RECORDED DOCUMENT