

23 098 695

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

This Indenture Witnesseth,

That the grantor James Z. Straus and Anita B. Straus Cook County, Illinois, in the presence of A. V. Wallace Trustee of Cook County, Illinois, and to the effect that the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus, and all fixtures together with the

lot 13 in block 3 in Bel-Air Gardens 2nd Addition, being a subdivision of part of Section 11 Township 41 North Range 12 E1PM in Cook County, Ill.

Hereby releasing and waiving all rights 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 James Z. Straus and Anita B. Straus one duly indebted upon principal promissory note, bearing even date herewith, payable to the order of Sears Bank and Trust Company and by said mortgage duly signed and delivered, said note is in the amount of \$6673.20 and is due and payable in 60 successive monthly payments of \$111.22 each. Said payments commence on the 30th day of June, 1975, and on the same day of each and every month thereafter until paid. Said note bears interest at the highest lawful rate after maturity.

Said payments shall be made in lawful money of the United States of America, at the office of Sears Bank and Trust Co., Sears Tower, Chicago, Illinois, or at such other place as the legal holder thereof may from time to time in writing appoint.

The Grantor as follows: (1) to pay said indebtedness, and the interest thereon as herein and in said note provided, or according to any agreement extending the 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 of damage to rebuild or restore all buildings or fixtures 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 mechanical 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 winds to their full insurable value, to companies to be approved by the legal holder of the indebtedness secured hereby, with one clause payable to the grantor 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 appraisal, and collect, and apply to the reduction of said indebtedness applicable to loss sustained by any insurance policy covering said premises; and to this end the attorney is irrevocably appointed the attorney in fact of the grantor for all purposes herein, and shall execute and deliver such receipts, releases and other writings as shall be required to completely accomplish such adjustment, compromise, arbitration, appraisal and collection. In case of foreclosure hereof such insurance policy may be endorsed or rewritten so as to make loss thereunder payable to the direction of the grantor 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 through the grantor, or the holder of said indebtedness, or any part thereof, may, but is not obliged to, make any payment or perform any act herebefore required of the grantor, and may, but is not obliged 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 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 creditor or 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 grantee or such holder to protect the lien hereof, and reasonable compensation for each matter concerned which action herein authorized may be taken, shall be so much additional indebtedness secured hereby, immediately due and payable without notice, with interest at seven per cent 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 seven per cent per annum, all 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 attorney's fees, outlays for documentary evidence, stenographic, and the cost of procuring or of completing abstract showing the whole title to said premises—shall be paid by the grantor, and the 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. 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 shall have 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 foreclose this Trust Deed, the trustee 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 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 lapse of time in case of sale, and may collect rents, alter 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 trustee is hereby authorized to pay and do. The net income, or any part thereof, may be applied from time to time on any judgments decrees entered in such proceedings, and in case of sale and deficiency, the deficiency, whether there be a decree therefor in foreclosure 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 forcible detainer proceedings, to receive, however, 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 remaining 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 Cook County of the grantee, or his personal or future to act thereon, F. A. Peluso of said Cook County, is 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 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. 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 day of A. D. 19

James Z. Straus (SEAL) Anita B. Straus (SEAL)

*To be stricken out if no interest coupons are used 202-024

23 098 695

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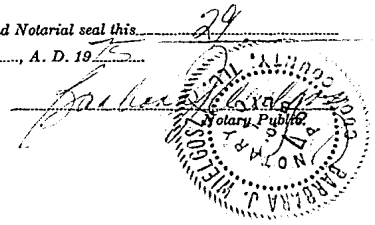
State of Illinois }
County of Cook } ss.

1975 JUN 2 AM 10 27
JUN 2 1975 05 04 0 • 23098695 • A — 1.00 5.00

I, Barbara J. Wilkins, a NOTARY PUBLIC in and for said County in the State aforesaid, Do Hereby Certify, that James Z. Straus and Anita B. Straus

....., personally known to me to be the same person as whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that she 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 29 day of May, A. D. 1975



Property of Cook County Clerk's Office

5.00

23098695

Box 123

Trust Deed

James Z. & Anita B. Straus

TO

A. V. Wallace, Trustee

316 Warren Rd
Glenview, Illinois 60025
Document prepared by Jane Burrichter
Sears Bank and Trust Company
Sears Tower
Chicago, Illinois 60606

END OF RECORDED DOCUMENT