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TRUST DEED - INSURANCE AND RECEIVER Form No. 500 Perfection Legal Forms & Printing Co., Rockford, Illinois

This Indenture WITNESSETH That the Grantor **ANTONIO M. MARTINEZ** and **CELIA MARTINEZ**, his wife

of the City of Skokie County of Cook and State of Illinois

for and in consideration of the sum of Ten Thousand and no/100 (\$10,000.00) Dollars

in hand paid CONVEY and WARRANT to AMPARO MARTINEZ

of the City of Chicago County of Cook 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 Cook

State of Illinois to-wit:

Lots 35 and 36 in R. B. Farson's Subdivision of the North 26 Rods and 11 feet of the North West 1/4 of the North West 1/4 of Section 5, Township 40 North, Range 14 East of the Third Principal Meridian and that part of North 26 rods and 11 feet of North East 1/4 of Section 5, Township 40 North, Range 14 East of the Third Principal Meridian East of Clark Street.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois IN TRUST for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, the Grantor **ANTONIO M. MARTINEZ** and **CELIA MARTINEZ**, his wife justly indebted upon the principal promissory note bearing even date herewith in the sum of

Ten Thousand and no/100 (\$10,000.00) payable in installments as follows:

The sum of \$200.38, or more on the 1st day of AUGUST 1975, and the sum of \$200.38, or more, on the 1st day of each and every month thereafter until the principal balance is paid in full, except that the final payment of principal and interest, if not sooner paid, shall be due on the 31st day of JULY, 1980. The above payments included interest on the principal sum remaining from time to time unpaid at the rate of 7 1/2 percent per annum.

1505 W. Schreiber, Chicago, Illinois

or such other place as the legal holder hereof may from time to time in writing appoint.

THE GRANTOR covenants and agrees 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 that penalty will attach 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) that waste on 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 mechanic's or other lien to attach to said premises. In the event of failure so to insure, to pay taxes or assessments, or to keep the property in good repair, or to prevent mechanic's or other liens attaching to said premises, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, 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 shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the holder 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 said 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 foreclosure hereof, including reasonable solicitor's fees, collary for documentary evidence, attorney's charges, cost of procuring or completing an abstract of title showing the whole title to said premises embracing foreclosing decree, shall be paid by the grantor; that the like expenses and disbursements, occasioned by any suit or proceeding wherein the trustee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor; 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 solicitor's fees, have been paid by the grantor; and 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 complainant, without notice, be immediately appointed by the court before which an application 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 hereof 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, mechanic's or other liens or titles, or the necessity for repairs, in advancing money as hereinbefore provided.

IN THE EVENT of the death, inability, removal or absence from said Cook County of the grantor, or of his refusal or failure to act, then **JOSEFINA MARTINEZ** 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 shall then be the acting Receiver of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants 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 26 day of June A. D. 19 75

Antonio M. Martinez
Antonio M. Martinez

[SEAL]

[SEAL]

Celia Martinez
Celia Martinez

[SEAL]

[SEAL]

This instrument prepared by: Raymond A. Reicher, Attorney at Law
1519 1/2 N. Dearborn St., Chicago, Ill.

62-11-30 Property

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STATE OF ILLINOIS

County of COOK

} ss

I, Ray Reicher

in and for, and residing in said County, in the State aforesaid

DO HEREBY CERTIFY, that Antonio M. Martinez and Celia Martinez, his wife



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 they signed, seal 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 26th day of July, A. D. 1975

My Commission Expires July 8 1975

Ray Reicher
Notary Public

COOK COUNTY
FILED FOR

JUL 2 2 07 PM '75

RECORDED

*23136865

No. TRUST DEED

TO

STATE OF

COOK

County

This instrument was filed for record in the Recorder's Office of Cook County, Illinois, on the

day of July 19

at 2:07 PM and recorded in Book

of _____ on Page

RECORDED

Name *Antonio M. Martinez*

Address *1122 W. North Ave.*

City *Chicago, Ill.*

FORM 154-B-77 533

END OF RECORDED DOCUMENT