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Form 15-C (Rev.) - TRUST DEED - Insurance and Receiver

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This Indenture WITNESSETH That the Grantor S, RICHARD K. ANDERSON and CYNTHIA M. ANDERSON, his wife, jointly and severally, 24580074

of the Town of Schaumburg County of Cook and State of Illinois

for and in consideration of the sum of FIFTY THOUSAND AND NO/100 (\$50,000.00) ----- Dollars

in hand paid, CONVEY and WARRANT to L. M. WOODS, as trustee

of the Village of Antioch County of Lake and State of Illinois and to his successors in trust hereafter 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 thereon, together with all taxes, issues and profits of said premises, situated in the County of Cook

State of Illinois to-wit Lot 1526 in Strathmore Schaumburg Unit 18, being a Subdivision of part of the Southeast Quarter of Section 18, Township 41 North, Range 10 East of the Third Principal Meridian, according to the Plat thereon registered with the Registrar of Titles as Document 2881554 on July 15, 1976, 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.

WHEREAS, The Grantor S, RICHARD K. ANDERSON and CYNTHIA M. ANDERSON, his wife, are jointly indebted upon their one principal promissory note bearing even date herewith in the sum of FIFTY THOUSAND AND NO/100----- (\$50,000.00) payable to

the order of Bearer in accordance with the tenor and terms provided in said note. This trust deed is also given to secure the payment of all other debts and liabilities of the grantor jointly or severally of the mortgagor and the National Bank of Antioch if any, existing at this time or created at anytime in the future. In the event that the mortgaged premises or any part thereof are sold, conveyed or transferred or in the event that either the legal or equitable title shall vest in other than the mortgagor for any reason whatsoever the entire indebtedness pursuant to this trust deed and the note that it secures, shall become due and payable forthwith at the option of the trustee or the legal holder of said indebtedness. The loan hereby secured is in part by the proceeds of the loan hereby secured in the FIRST NATIONAL BANK OF ANTIOCH, Antioch, Illinois, 60002.

THE GRANTOR S covenant and agree 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 the 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 to cause to be paid and 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 water to said premises shall not be cut off or suffered to interfere; (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 to require all loss to be applied in reduction of said indebtedness; (6) to keep the said property tenable and in good repair and to not suffer any mechanic's or other lien to attach to said premises. In the event of failure so to insure, to pay taxes and 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 said premises in a tenable condition; or discharge or purchase any tax lien or lien affecting said premises; and all money so paid, the grantor S agree to repay immediately without demand, and the same, with interest thereon from the date of payment at seven per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or 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 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, costs for documentary evidence, stenographer's charges, cost of printing or completing an abstract of title showing the whole title to said premises embracing foreclosure decree—shall be paid by the grantor. If 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. The grantor S waive 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 such motion 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 receiver's expenses, 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 entered 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 said 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 as 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 liens, mechanic's or other liens or titles, or the necessity for repairs, or advancing money as heretofore provided.

IN THE EVENT of the death, inability, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then RICHARD SCHROEDER, of the 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 Recorder 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 hands and seals of the grantor S this 31st day of July A. D. 19 78.

This instrument prepared by: [SEAL] Edward C. Jacobs 425E Lake Street Antioch, IL 60002. [SEAL] RICHARD K. ANDERSON [SEAL] CYNTHIA M. ANDERSON

PROPRIETARY COPY

24580074

UNOFFICIAL COPY

STATE OF ILLINOIS
County of Lake

1978 AUG 11 AM 11 17

RECORDER OF DEEDS
COOK COUNTY ILLINOIS
RECORDED *Bonnie J. Eder*
signed, a Notary Public

in and for, and residing in said County, in the State aforesaid
DO HEREBY CERTIFY that Richard M. Anderson 10.00
Cynthia M. Anderson



are
personally known to me to be the same persons, whose name s/ subscribed
to the foregoing instrument, appeared before me this day in person and ac-
knowledged 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 31st
day of July A. D. 1978

My Commission Expires November 19 80 Bonnie J. Eder
NOTARY PUBLIC

10.00 E 10.00 E

No. _____
TRUST DEED
TO _____
STATE OF _____ SS. No. _____
County _____
This instrument was filed for record in the Recorder's
Office of _____ County aforesaid, on the
_____ day of _____ 19 _____
at _____ M. and recorded in Book _____
of _____ on Page _____
RECORDED

2458007A

PROCEED

19780810

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