

TRUST DEED - INSURANCE, RECEIVER AND RENTS, FOR ONE OR MORE NOTES, WITH OR WITHOUT COUPONS, (ILLINOIS)

24730899

This Indenture Witnesseth,

That the grantor(s) Donald Harris

and Bobbie J. Harris (his wife) of Cook County, Illinois

in consideration of Eight thousand one hundred twenty-seven and 00/100 Dollars (\$ 8,127.00), in hand paid, CONVEY S and WARRANT S to Lawrence E. Nagorny, 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 income thereof, and everything appurtenant thereto, situated in the County of Cook, in the state of Illinois, to wit:

Lot 12175 in Weathersfield Unit 12, being a subdivision in the Northwest 1/4 of Section 29, Township 41 North, Range 10, East of the Third Principal Meridian, and the Southwest 1/4 of Section 20, Township 41 North, Range 10, East of the Third Principal Meridian, on August 21, 1967 as Document 20,234,745, in Cook County, IL.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois:

Xu 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 TOLLWAY-ARLINGTON NATIONAL BANK, and delivered, in the principal sum of \$ 8,127.00 payable as follows:

In 60 installments of \$135.45 per month, the first installment to be paid on December 5, 1978, and subsequent installments on the 25th day of each Calendar month thereafter.

said interest bears interest at the highest rate permissible after maturity, principal and interest payable in lawful money of the United States of America, at the office of TOLLWAY-ARLINGTON NATIONAL BANK IN ARLINGTON HEIGHTS, ILLINOIS, or at such other place as the legal holder thereof may from time to time hereinafter appoint.

The Grantor(s) agree(s) as follows: to pay said indebtedness, and the interest thereon as herein and in said notes provided, or according to any agreement extending time of payment; 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; to keep said premises in good condition and repair without waste and free from any mechanics' or other liens or claim of lien; to complete within a reasonable time any and all buildings now or at any time in process of erection on said premises; and to keep all buildings at all times in said premises insured against loss by fire, lightning and tornado to their full insurable value, and all such policies shall be delivered and remain with the legal holder of the indebtedness secured hereby. The grantor(s) empowered to adjust, compromise, submit to arbitration and appraisement, and to effect and apply to the reduction of said indebtedness any claim for loss arising under any insurance policy covering said premises, and to that extent the grantor(s) irrevocably authorized the attorney in fact of the grantor(s) and in grantor(s) names and stead to execute and deliver such receipts, releases and other writings as shall be requisite to completely accomplish such adjustment, compromise, arbitration, appraisement and collection. If any of foreclosure hereof such insurance policy may be endorsed or rewritten so as to make less thereunder payable to the devise creditor or creditor of any estate pursuant to such decree to the holder of the Master's certificate of sale, and such terms may as provide.

In case of default therein the grantor(s) or the holder of said indebtedness, or any part thereof, may, but is not obligated to, make any payment or perform any act herebefore required of the grantor(s) and may, at his option, purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or foreclosure a selling said premises, and when so doing, is not obligated 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 completion thereof in any form and manner deemed expedient. All moneys paid for any of the aforesaid purposes and all moneys paid or incurred in connection therewith, including attorneys' fees and any other moneys advanced by the grantor(s) or such holder to protect his lien hereof, and reasonable compensation for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby, immediately due and payable without interest, with interest thereon 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 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 the highest rate permissible, shall be reasonable by foreclosure hereof, or by suit in law or in equity, or by any other means, and if all said indebtedness had been matured by express terms. All expenses and disbursements, paid or incurred in behalf of compensation in connection with proceedings for the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of preparing or of compiling abstract 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(s) or any holder of any part of said indebtedness, as such, may be a party by reason hereof, shall 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 or order 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(s) 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 encumbered by 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 issuance of deed in case of sale, and may collect rents, after or repair said premises and put and maintain them in first class condition and out of the income, may pay a sum of Receivership, insurance premiums, all taxes and assessments, which are a lien or charge at any time during the Receivership, cost of such collections and repairs, and may also buy and do whatever the grantor(s) is hereby authorized to pay and do. The net income, or any part thereof, may be applied from time to time in any foreclosure decree entered in such proceedings, and in case of a sale and deficiency, whether there be a decree therefor or not, and whether any subsequent owner of the equity of redemption be liable therefor or not, shall be paid out to the person 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 grantor(s) 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 reconvey 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 terms, 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(s) his refusal or failure to act then James W. Carleton of said County, Cook County, is hereby made first successor in this trust, and invested with all the title and powers granted to said grantor(s), and if for any 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(s) or his successor in trust, shall release said premises to the party entitled, an 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, singular 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 hand(s) and seal(s) of the grantor(s) this 11th day of November, A. D. 1978

Prepared By: Pat Wright
Tollway-Arlington National Bank
2355 S. Arlington Heights Road
Arlington Heights, IL 60005

Donald Harris (SEAL)
Bobbie J. Harris (SEAL)

UNOFFICIAL COPY

State of Illinois
County of COOK ss.

1978 NOV 21 PM 1:03
COOK COUNTY ILLINOIS

RECORDED *W. J. Miller*

NOV-21-78 176135 24730899 A - REC 10.00
I, PATRICIA A. WRIGHT, a NOTARY

PUBLIC in and for said County in the State aforesaid,
Do Hereby Certify, that DUNLOD HARRIS AND
BOBBIE J. HARRIS

....., personally known to me to be the same persons whose names subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they 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 20th day of November, A. D. 1978

Patricia A. Wright
Notary Public

Commission Expires 12-28-81



Property of Cook County Clerks Office



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State of Illinois, County of _____, 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 _____ 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 _____ 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

Given under my hand and official seal, this _____ day of _____ 19_____

Commission expires _____ 19_____

DOCUMENT NUMBER
24730899

Trusteed

MAIL TO
Trustee for
TOLLWAY-ARLINGTON NATIONAL BANK

TOLLWAY ARLINGTON
NATIONAL BANK
2355 SOUTH ARLINGTON HTS
P.O. BOX
ARLINGTON HEIGHTS, ILL
60005