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

24 130 769 Electron Legal Forms & Printing Co., Rockford, Ill.

001 65 75 269M

This Indenture WITNESSETH, That the Grantor **Charles F. Kennedy and Lois A. Kennedy**

of the **Village** of **Western Springs** County of **Cook** and State of **Illinois**
for and in consideration of the sum of **TEN AND NO/100 (\$10.00)** - - - - - Dollars
in hand paid, CONVEY and WARRANT to **WEST CHICAGO STATE BANK**

of the **City** of **West Chicago** County of **Du Page** and State of **Illinois** and to his successors in
that hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described
real state, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and everything appurtenant
thereon together with all rents, issues and profits of said premises, situated in the County of **Cook**
State of **Illinois** to-wit:

**Lot 5 in Block 8 in Springdale Unit 5, being a Subdivision
in the West 1/2 of Section 8, Township 38 North, Range 12,
East of the Third Principal Meridian, 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 **Charles F. Kennedy and Lois A. Kennedy**
justly indebted upon a **principal promissory note** bearing even date herewith in the sum of **EIGHTY FIVE
THOUSAND AND NO/100** - - - - - **(\$85,000.00)** payable
\$668.70 per month beginning November 1, 1977 and monthly thereafter till paid in full.

10.00

at **WEST CHICAGO STATE BANK, West Chicago, Illinois**
or such other place as the legal holder hereof may from time to time in writing appoint.

THE GRANTOR 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 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 to said premises shall not be committed or suffered; (5) to keep up 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 in-
debtedness and deliver to the said holder or 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 mechanics 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 mechanics or other liens attaching to said premises, the grantee 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 ten-
able condition; or discharge or purchase any tax lien or title affecting said premises; and all moneys so paid, the grantor
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 prin-
cipal 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 fore-
closure hereof including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or
completing an abstract of title showing the whole title to said premises embracing foreclosure decree shall be paid by the grantor;
that the like expenses and disbursements, or assumed 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 pro-
ceeding, 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
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 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 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
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 **County** of the grantee,
or of his refusal or failure to act, then **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 coven-
ants 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 **28th** day of **September** A. D. 19 **77**.

[SEAL] *Charles F. Kennedy* [SEAL]
[SEAL] *Lois A. Kennedy* [SEAL]

This document prepared by:
W. K. Loof
West Chicago State Bank
157 W. Washington, West Chicago, IL 60185

24 130 769

UNOFFICIAL COPY

STATE OF Illinois

County of Cook

} ss

I, Virginia Gross,

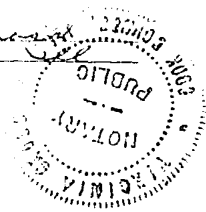
in and for, and residing in said County, in the State aforesaid

DO HEREBY CERTIFY, that
Charles F. Kennedy and Lois A. Kennedy, his wife

personally known to me to be the same persons whose name I 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 notary seal, this 28th day of September A. D. 1977

My Commission Expires My commission expires July 1, 1979

Virginia Gross
Notary Public



Property of Cook County Clerk's Office

TRUST DEED

No. _____

Oct 3 9 00 AM '77

* 24130769

TO

STATE OF

County

SS. No.

This instrument was filed for record in the Recorder's Office of _____ County aforesaid, on the _____ day of _____ 19____ at _____ o'clock _____ M. and recorded in Book _____ of _____ on Page _____

RECORDER

Return document to:

W. K. Loof
West Chicago State Bank
157 W. Washington St.
West Chicago, IL 60185

BOX 557

Perfection Legal Form & Printing Co., Eastford, Ill