

MAY 1860-30-526D

This Indenture Witnesseth, That the grantor S. LEWIS J. FIELDING

and MARGARET C. FIELDING, his wife of Cook County, Illinois, in consideration of Eight Thousand and no/100 Dollars (\$8000.00), in hand paid, CONVEY and WARRANT to JAMES F. MESSINGER

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 Ten (10) in Klein Brothers Resubdivision of part of Lots 48, 49, 56 and 57 in Gleason's Subdivision, being a Subdivision of the South half of the East half of the North West quarter and the North half of the East half of the South West quarter of Section 14, Township 37 North Range 13, East of the Third Principal Meridian.

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 set forth.

Whereas, the grantor S. LEWIS J. FIELDING and MARGARET C. FIELDING, his wife, are justly indebted on their one installment bearing even date herewith, payable to the order of Bearer in the principal amount of Eight Thousand (\$8000.00) Dollars, in accordance with the terms of said installment Note of even date herewith.

Both principal and interest notes bear interest at the rate of 7 per cent annum after maturity, and are payable in lawful money of the United States of America, at the office of James F. Messinger & Co., Inc., 0800 S. Halsted Street, Chicago, Illinois, or at such other place as the lender hereafter may from time to time in writing approve.

The Grantor agrees as follows: (1) to pay said indebtedness, and the interest thereon as herein and in said notes provided, or according to any agreement extending 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 or damage to rebuild or restore all buildings or improvements 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 all liens or other liens or claim 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 on said premises insured against loss by fire, lightning and tornado to their full insurable value, in companies to be approved by the lender, and to pay the cost of such insurance, with loss 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 grantor is empowered to adjust, compromise, submit to arbitration and appraisal, and collect, and apply to the reduction of said indebtedness any claim for loss arising under any insurance policy covering said premises; and to that end the grantor is irrevocably appointed the attorney in fact of the lender for JAMES F. MESSINGER and in LITIGIAL name, and to execute and deliver such receipts, releases and other writings as shall be requisite to completely accept such adjustment, compromise, arbitration, appraisal and collection. In case of foreclosure hereof such such insurance policy may be endorsed or rewritten so as to make loss thereon payable to the lender 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 therein 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 lien or other lien or title or claim thereof, or redeem from any tax sale or foreclosure 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 improvements 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 expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by the grantor or such holder to protect the lien hereof, and reasonable compensation for each matter concerning which action herein authorized may be taken, shall be a such 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 interest, shall, at the option of the lender, become immediately due and payable, and with interest thereon from the 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 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 solicitor's fees, outlays for documents, evidence, stenographer's charges, cost of procuring or of completing abstract showing the whole title to said premises—shall be paid by the grantor, and the like expenses and disbursements occasioned by any suit or proceeding wherein the grantor, 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 or proceeding. The grantor waives all rights to the possession of, and income from, said premises pending such foreclosure proceedings, and consents that upon the filing of a bill to foreclose this Trust Deed, the grantor 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 a bona fide sale of said premises in case of sale, and may collect rents, after or before said premises and put and maintain them in first class condition and out of the income, may pay taxes, insurance, Receiver's 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 do any and do whatever the grantee is hereby authorized to pay and do. The net income, or any part thereof, may be applied from time to time on any foreclosure decree rendered in such proceedings, and in case of a sale and deficiency, the deficiency, whether there be a decree therefor in possession or not, and whether any subsequent owner of the property 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, possess, lease, and re-lease 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 surplus, if any, to the grantor, 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, or his refusal or failure to act, then RONALD A. NOTEBOOM of said Cook County, Illinois, 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 die 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, S. and all persons claiming under or through the grantor, S.

Witness the hand and seal of the grantor, S. this 17th day of May, 1971. Lewis J. Fielding (S) and Margaret C. Fielding (S)

\*To be stricken out if no interest coupons are used

21 483 383

State of ILLINOIS }  
County of COOK } ss.

I, JEANETTE S. COOPER, a NOTARY PUBLIC in and for said County in the State aforesaid, Do Hereby Certify, that LEWIS J. FIELDING and MARGARET C. FIELDING his wife,

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 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 17th day of May, A. D. 19 71.

*Jeanette S. Cooper*



COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*William R. Chen*  
RECORDER OF DEEDS

MAY 18 '71 2 28 PM

21483383

**Trust Deed**

LEWIS J. FIELDING and MARGARET C. FIELDING, his wife

TO

GAMES F. MESSINGER, Trustee

Loan No. 2056

10759 S. Millard Avenue,  
Chicago, Illinois 60655

U.S. GEORGE COLE & COMPANY

BOX 638

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