

21 517 913

THIS INDENTURE, WITNESSETH, That Thomas P. Hughes, Jr. and Mary L. Hughes  
 (hereinafter called the Grantor), of the Village of Park Forest County of Cook  
 and State of Illinois for and in consideration of the sum of Four Thousand Three Hundred Twenty and no/100 Dollars  
 in hand paid, CONVEY AND WARRANTS to Thomas J. Holmes  
 of the Village of Park Forest 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, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village of Park Forest County of Cook and State of Illinois, to-wit:

Lot 20 in Block 42 in Park Forest Area No. 5, being a Subdivision of Part of the  $\frac{1}{2}$  of Section 35 and the  $\frac{1}{2}$  of Section 36, Township 35 North, Range 13 East of the Third Principal Meridian.

Hereby releasing and waiving all right 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 is Thomas P. Hughes, Jr. and Mary L. Hughes justly indebted upon a principal promissory note bearing even date herewith, payable to the order of the Twentieth Liberty Loan Corporation in the amount of Four Thousand Three Hundred Twenty and no/100 Dollars which includes principal amount of said note together with the interest at the rate of 19.57% per Annum, payable in 36 consecutive monthly installments, the first of which shall be in the amount of \$120.00 due on the 11th day of July, 1971, and each of the remainder in the amount of \$120.00 on the 11th day of the month for which it is payable except that the final installment shall be in the amount of any balance and charge then owing on said note.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June 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 all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear; and the interest thereon, at the time or times when the same shall become due and payable;

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the Grantor agrees 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 thereof or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms. It is Agreed by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, costs of recording or completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, which shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession and charge of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then James C. Rabus of said County is hereby appointed to be 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 grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hands and seals of the Grantor this 18th day of June 19 71

Thomas P. Hughes Jr. (SEAL)  
Mary L. Hughes (SEAL)

21 517 913

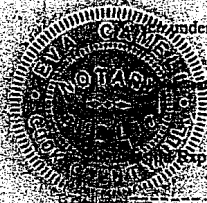


SI 211 213

STATE OF Illinois  
COUNTY OF Cook

I, Eva Cameli, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas P. Hughes, Jr and Mary L. Hughes

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.



Under my hand and notarial seal this 14th day of June, 19 71.

*Eva Cameli*  
Notary Public

SI 211 213

SURETY B. OLSEN

1971 JUN 21 PM 12:10

JUN-21-71 2 49 42 8 • 2 51 79 13 4 A — Rec

5.00

21517913

Trust Deed

Thomas P. Hughes, Jr and Mary L. Hughes  
346 Indianwood  
Park Forest, Ill. - 60466  
TO  
Aventiseth Liberty Loan Corporation  
170 Sanson  
St. Chicago Heights, Ill. - 60411

500

