UNOFFICIAL COPY

TRUST DEED (Hinnes) TRUST DEE		BURNESS A DESCRIPTION OF STREET			to a security of the despite particular sections.
THIS INDENTURE, made October 25, 19.71. between Henry M. Brown, 57., Marguerite P. Brown and 7ee Bell Orean 19.72. between Henry M. Brown, 57., Marguerite P. Brown and 7ee Bell Orean 19.72. between Henry M. Brown, 57., Marguerite P. Brown and 7ee Bell Orean 19.72. between Henry M. Brown, 57., Marguerite P. Brown and 7ee Bell Orean 29. 19.72. between Henry M. Brown, 57. Borin referred to as Montgagen, and Bonies I. J. Campton, Successor Trustee Bonish General Collision of Marguerite P. Brown and Marguerite P. Brown and Superior Collision of Particles Superior Collisio	troat Forese	Sulling of	Olas	SATE SECTION OF A CONTROL OF A	
THIS INDENTURE, made	TRUST DEED (Illinois) For use with Note Form 1448 (Monthly payments including interest)			Company A and Doo	510
THIS INDENTURE, made. October 52. Description of the control of		21 703 670		,	2.10
And Total Control of Services of the Control of Services of Servic	THIS INDENTINE made October	111			Brown 3
herrin referred to as "Trattee" witneschi: That, Whereas Mortageos are justly indebted to the legal holder of a principal promissory note, termed "Installation" Note," of even data therewith, exceeded by Mortageos, made payable to Bearry and the state of the property of	and Tee Bell Gre	en		harrin raformad to an 40 featone	
Six Tourigned. Two Hundred. Highty Res and 15/100. Dollars and the bables of principal ensuinging from time to line upwaled at the rate of	herein referred to as "Trustee," witnesseth:	That, Whereas Mortgagors are just	ly indebted to the legal h		ory note,
to be payable in analiments as follows: One Hundred Pour and 73/100 Dollars on the 20th. day on Deces. 19/21 and One Hundred Pour and 73/100 Dollars on the 30th. day of with and every month theresfirer until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, while the do not a 20th. day of what are seen and unpaid interest on the unpaid principal balance and the remainder to principal the portion of each distribution of the said of	Six True, and Two Hundred	Eighty Two and 15/100	Dollars, and interes		
on the 20th dat of ch and every month thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, while beet on the 20th day of the 20th day of the 10th payments on second or the indexes evidenced by said note to be applied in a care and an unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments contilluin (in payments being made payable at	to be payable in ans.allments as follows:	One Hundred Four and	73/100		ALC: NO.
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at the election of the legal holder this color and without notic, the principal sum remaining unguid thereon, logather with accrused interest thereon, shall be in accordance with the territs thereof or interest in the performance may only the agricultural property of the control of the cont	by said note to be applied in accrued of said installments constituing rincipal,	and unpaid interest on the unpaid pr to the extent not paid when due, to	incipal balance and the ren o bear interest after the d	nainder to principal; the portionate for payment thereof, at the	n of each
NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Top "Deed, and the performance of the coverants and agreements herein contained, by the Mortgagors by these presents CONVEY and WARR/I'T un to the Trustee, the state of the create, right, tilt and interest therein, stude. First, and all of their create, right, tilt and interest therein, stude. First, and all of their create, and their create, and all of their create, and all create, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rent, issue, at p ofits are pledged primarily and on a parity with said real estate and ond secondarily), and all statures, apparatus, equipment or articles now the Inster therein create to supply heat, against the create the create of the create and agreed to be a part of the mortgagod premises whether physically at the ducters of made in a part of the mortgagod premises whether physically at the ducters on, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed it the principles by Mortgagors or their succession and suspenses, forew, for the proposes, and upon the uses and trusts herein set forth, free from all rights and benefits undersance whether physically at the ducters on, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed it the proposes by Mortgagors or their successions and suspenses, forew, for the proposes and upon the uses and trusts herein set forth, free from all rights and benefits undersance where physically at the du	at the election of the legal holder the eo' and become at once due and payable, at the rifue or interest in accordance with the terms ther	d without notice, the principal sum re- of payment aforesaid, in case default s eof or in case default shall occur and	naining unpaid thereon, tog hall occur in the payment, continue for three days in	ether with accrued interest the when due, of any installment of the performance of any other	reon, shall f principal agreement
Lot ? (Except S. 1/8 inches) in Snive not Dickinson's Subdivision of Block 4 to 6(except N. 50 ft.) in Charles Busby's Subdivision of S. 2 of S.W. 2 of S.Ction 14, Township 38 North, Range 14. which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, casements, and appurtenances thereto solong and during all such times as Mortgagors may be entitled thereto (which rents, issues as a p. offs are pelegded primarily and on a parity with gas, water, light, power, refrigeration and air conditioning, (whether single units or centrally or voiled), and ventiliation, including (without restricting the foregoing are decired and agreed to be a part of the mortgaged premises whether physically at the ducential voil and water heaters. All of the foregoing are decired and agreed to be a part of the mortgaged premises whether physically at the ducential voil and water heaters. All of the foregoing are decired and agreed to be a part of the mortgaged premises whether physically at the ducentings or on, and it is agreed that a construction of the state of the purpose, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption and other states and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption and other state of the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption and other state of the purposes and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption and other state of the purposes and upon the uses and trusts herein set forth, increase and benefits under and by virtue of the Homestead Exemption and other state of the purpose and purpose therein by reference and bereby are made a part bereof the same as though they were here set out to I and shall be blading on Mortgagor	NOW THEREFORE, to secure the pa limitations of the above mentioned note an Mortgagors to be performed, and also in Mortgagors by these presents CONVEY an and all of their estate, right, title and inter	syment of the said principal sum of rand of this Tr Peed, and the perfect consideration of the sum of One Dark WARR/ NT un of the Trustee, its rest therein, situate, lying and being it	noney and interest in acc rmance of the covenants a ollar in hand paid, the ro or his successors and assign the	ordance with the terms, provind agreements herein contains eccipt whereof is hereby acknown, the following described Roma, the following described Roma	sions and ed, by the cowledged, eal Estate,
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PLEASE PRINT OR TYPE NAME(S) BELLOW SIGNATURE(S) State of Illinois, County of Cook In the State aforesaid, DO HEREBY CERTIFY that Henry M. Brown Sr., Marguerite P. Brown and Tee Bell Green personally known to me to be the same person. Whose name 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 into the state aforesaid, DO HEREBY CERTIFY that Henry M. Brown Sr., Marguerite P. Brown and Tee Bell Green personally known to me to be the same person. whose name 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 into the state aforesaid, DO HEREBY CERTIFY that Henry M. Brown Sr., Marguerite P. Brown and Tee Bell Green personally known to me to be the same person. whose name 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. ADDRESS OF PROPERTY: 6142 Ingleside Chicago, Illinois THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED ADDRESS 3401 South King Drive SEND SUBSEQUENT TAX BILLS TO:	and trusts herein set forth, free from all 1 said rights and benefits Mortgagors do he This Trust Deed consists of two page are incorporated herein by reference and he Mortgagors, their heirs, successors and assi	rights and benefits under and by virture by expressly release and waive. es. The covenants, conditions and property are made a part hereof the sarigns.	ne of the Homestead Exem polisions appearing on pag- ne as though they were he	ption way of the State of Illi	nois, which Trust Deed)
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State of Illinois, County of Cook s. I., the undersigned, a Notary Public in and for said Courty. In the State aforesaid, DO HEREBY CERTIFY that Henry M. Brown Sr., Marguerite P. Brown and Tee Bell Green personally known to me to be the same person. whose name 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 volumbary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under the said instrument as their free and volumbary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under the said instrument as their free and volumbary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. ADDRESS OF PROPERTY: 6142 Ingleside Chicago, Illinois Notary Populic ADDRESS OF PROPERTY: 6142 Ingleside Chicago, Illinois THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS THEED NOTARY POPULIC THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS THEED SEND SUBSEQUENT TAX BILLS TO:	TYPE NAME(S)	Henry M. Brown Sr.		arguerite P. Broin	-)-
State of Illinois, County of Cook s., I, the undersigned, a Notary Public in and for said Courty, in the State aforesaid, DO HEREBY CERTIFY that Henry M. Brown Sr., Marguerite P. Brown and Tee Bell Green personally known to me to be the same person. whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the y 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 until 1971 Commission specification for the seal, this 25th day of Cotober 1971 ADDRESS OF PROPERTY: 6142 Ingleside Chicago, Illinois THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TIGHTS THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TIGHTS SEND SUBSEQUENT TAX BILLS TO:		Tec Bell Green	(Seal)		(''.eal) .
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CITY AND STATE Chicago ZIP CODE 60616 (Name)					ABER O

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water cha service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner p statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtenders secured hereby, all in companies satisfactory to the holders of the note, under insurance policies r vable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage cluse o be attached to each policy, and shall deliver all policies, including additional and renewal policies to holders of the note, and in case of the standard mortgage clusters and the standard mortgage clusters are the standard mortgage clusters.
- 4. In c' of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of 'lorteroors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumb ance, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or, redeem from any tax sale in orfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expense prior incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the noise to rotect the mortgaged premises and the lien hereof, plus reasonation to Trustee for each matter concerning which action herein at a driving the state of the concerning the state of the control of the co
- The Trustee or the hold as of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do ording to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or into the valid year any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal notes in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default and occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured s' all bec me due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall hat the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. ' an ' vit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and e pens s which may be paid or incured by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays or ' or ' mentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after or yo' if the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar d to a ' surances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evene or to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, at e penditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and timmed alely d' nd payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in conruction with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a part, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the cumencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and amplied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness a difficult of that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining uppaid; our?, or y overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Currin which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the current solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the current solvency of the course of Mortgagors at the time of application for such receiver and when the collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sa and at of hierory, during the full statutory period for redemption, whether there he redemption or not, as well as during any further times when the region of the protection, possession, control, management and operation of the gremises during the whole of said peric. It is Court from time to time many authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The ind beta cressecured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree fore
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to ar / defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access hereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any actor of some hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require and one last satisfactory to him before exercising any power herein given.
- 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that a jet debtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebted; we hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.
 - 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have

been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER, THE NOTE SECURED BY THIS TRUST DEED
SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE
TRUST DEED IS FILED FOR RECORD.

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