

TRUST DEED—INSURANCE, RECEIVER AND RENTS. No. 206-R. FOR ONE OR MORE NOTES, WITH OR WITHOUT COUPONS (ILLINOIS) REVISED TO MARCH 1936

21 971 245

This Indenture Witnesseth, That the grantor, s. Bennie H. Williams and wife Nellie C. Williams (J) of Cook County, Illinois, in consideration of Thirty Five Hundred Twelve and 88/100 Dollars (\$ 3512.88) in hand paid, CONVEY and WARRANT to A. V. Wallace, 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 42 in Block 44 in Hitts Subdn. of SE 1 Section 8, Township 37 North, Range 11, 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. Bennie H. Williams and wife Nellie C. Williams (J)

has duly executed upon ONE principal promissory note bearing even date herewith, payable to the order of Herring Home Improvement Co., and by said mortgagors duly signed and delivered. Said note is in the amount of Thirty Five Hundred Twelve and 88/100 Dollars and is due and payable in 36 successive monthly installments of \$97.58 each except the final installment which is due on this note. Said payments commence on the 30th day of August, 1972 and on the same day of each and every month thereafter until paid. Said note bears interest at the highest lawful rate after maturity.

Said interest is further evidenced by interest coupons of the following number and amount: Said note is

held by Sears Bank and Trust Co., 3401 W. Arthington St., Chicago, Illinois, at such other place as the legal holder thereof may from time to time in writing appoint.

The Grantors agree 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 the premises, to 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 or expense from any mechanics' or other liens or claims 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 at any time on said premises insured against loss by fire, lightning and tornado to their full insurable value, in compliance to be approved by the legal holder of the indebtedness secured hereby, with loss clause payable to the grantors herein as his interest may appear, and all such policies shall be deposited and retained 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 production 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 grantor, S., for all such purposes and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by the grantor or such holder to protect their lien hereon, 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 notice, with interest at seven per cent per annum.

In case of default therein the grantor, S., or the holder of said indebtedness, or any party thereof, may, but is not obliged to, make any payment or perform any act hereinbefore required of the grantor, S., and may, but is not obliged to, purchase, discharge, or pay for, or file or write any tax lien or other lien or title or claim thereof, or file 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 above purposes and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by the grantor or such holder to protect their lien hereon, 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 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 earned interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the date 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 the 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 documentary evidence, stenographer's charges, cost of procuring or of completing abstract showing the whole title to said premises—shall be paid by the grantor, S., and the 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, S.; 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 proceeding. The grantor, S., waives, S., all right to the possession of, and income from, said premises pending such foreclosure proceedings, and 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 complainant 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 Receiver, and that said Receiver may continue in office during the pendency of said foreclosure and the sale or redemption made or the issuance of Deed in case of sale, and may collect rents, alter or repair said premises and put and maintain them in first class condition, and out of the income, may pay expenses of Receiver, insurance premiums, all taxes and assessments which are a lien or charge at any time during the receivership, cost of such sale, repairs, and may also pay and do whatever the grantor is hereby authorized to pay and do. The net income, or any part thereof, may be applied from time to time to any or all foreclosure decrees entered in such proceedings, and in case of a sale and deficiency, the deficiency, whether there be a decree therefor in personam or not, and whether an assignment of the equity 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, S., hereby assigns, S., all the rents, issues and profits arising or to arise out of said premises to the grantor hereunder authorized to 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 required, and 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 expenses 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, 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 grantee, or his refusal or failure to act as Receiver, F. A. Peluso, of said Cook County, 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 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 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, and all persons claiming under or through the grantor.

Witness the hand S. and seal, S., of the grantor, S., this 7th day of July, A. D. 1972

Bennie H. Williams (SEAL)
Nellie C. Williams (SEAL)

*To be stricken out if no interest coupons are used

21 971 245

Henry A. Olson
1972 JUL 11 PM 2 01

RECORDS OF DEEDS
COOK COUNTY, ILLINOIS
FILED FOR RECORD

State of Illinois
County of Cook } ss.

JUL-11-72 468107 21971245 - A -- Rec

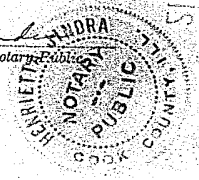
5.00

I, Henrietta Jindra, a NOTARY
PUBLIC in and for said County in the State aforesaid, Do Hereby Certify,
that Bennie H. Williams and wife Nellie C. Williams (J)

....., personally known to
me to be the same person.s whose name.s are subscribed to the foregoing
Instrument, appeared before me this day in person and acknowledged that t he y
signed, sealed, and delivered the said Instrument as their free and volun-
tary 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 7th
day of July, A. D. 1972

Henrietta Jindra
Notary Public



Property of Cook County Clerk's Office

5.00

21971245

Box 123
Trust Deed
Bennie H. Williams and wife
Nellie C. Williams (J)
TO
A. V. Wallace, Trustee

END OF RECORDED DOCUMENT