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This Indenture, Made July 29, 19 72, between
ARTHUR F. EROWN and DEANNA F. EROWN, his wife herein referred to as "Mortgagors," and
Beverly Bank
an Illinois banking corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders or THE NOTE, in the PRINCIPAL SUM OF
TWENTY ONE THOUSAND FIVE HUNDRED AND NO/100 (\$21,500.00)  DOLLARS,  vid need by one certain Instalment Note of the Mortgagors of even date herewith, made payable to
BF. RFR and deligant d, in and by which said Note the Mortgagors promise to pay the said principal sum and
interestont' 1yon the balance of principal remaining from time to time unpaid at
the rate of Sever (7) per cent per annum in instalments as follows: ONE HUNDRED SIXTY-SEVEN AND
NO/100 (\$167.50)  Dollars on the day of October 19 72 and ONE HUNDRED SIXTY-SEVEN AND
NO/100 (\$167.00) — Dollars in the — 5th — day of each and every month—
thereafter un'il sail note is fully paid except that the final payment of principal and
interest, if not sooner paid, shall be due on the —5th —day of September 1992. All such payments on account of the indebte ness; evidenced by said note to be first applied to interest on the unpaid principal balance and the how made to principal; provided that the principal of each instalment unless paid when due shall bear in erest of the maximum rate permitted by law, and all of said principal of said p
cipal and interest being made payable e: such banking house or trust company in
- Chicago, Illinois, as the holders of the note may, from time to time, in writing appoint, and in
absence of such appointment, then at the office ? Beverly Bank in said City,
This Trust Deed and the note secured hereby are $n'$ , assumable and become immediately due and payable in full upon vesting of title in other than the grantor(s) of the Trust Deed.
NOW, THEREFORE, the Mortgagors to secure the $\rho \epsilon$ , ment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein containe. Ly the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT upon the Trustee, its successors and assigns, the following described Real Estate and all of their estate, 1 ight, uit and interest therein, situ-
ate, lying and being in the-City of Chicago , County of Cook and State of Illinois, to wit:
Lot 29 (except the South 5 feet) and South 20 feet of lot 10 in Block 27 in Third Addition to Sheldon Heights Subdivision in the West half of the North West quarter of Section 21, Township 37 North, Range 14, East of the Third Principal Meridian, in Cond. County, Illinois
which, with the property hereinafter described, is referred to herein as the "premises,"
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto
belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm

doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for 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 Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

#### IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in gor a condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by 1.10 n or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory wid noe of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reas na bet time any building or buildings now or at any time in process of erection upon said premises; (5) c only with all requirements of law or municipal ordinances with respect to the premises and the use mercof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagor anall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To pre era & faint hereunder Mortgagors shall pay full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all b ildings and improvements now or hereafter situated on said premises insured against loss or a mage by fire, lightning or windstorm under policies providing for payment by the insurance companies in oneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the incebt doess secured hereby, all in companies satisfactory to the holders of the note, under insurance policie payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such right to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all villes, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of the note may, but need not, make any payment or perform any act hereinbefore required of the note may form and manner deemed expedient, and may, but need not, make full or partial varments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lies or other prior lies or title or claim thereof, or redeem from any tax sale of the pay os sherein authorized and all expenses paid or incurred in connection therewith, including attorneys fels. and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged verifies and the lies hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the maximum rate per vitted by law. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holders of the note hereby secured making any two ent hereby authorized relating to taxes or assessments, may do so according to any bill, statement of virate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim a most.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principa and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding—vehing in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (1) when default shall occur and continue for three days in the performance of any other agreement—and
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, onlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence 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. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the maximum rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bank-ruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the com-

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mencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, at their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which so u bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solveney or insolvency of Mortgagors at the time c application for such receiver and without regard to the then value of the premises or whether the lime shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such relief. Such receiver shall have power to collect the rents, issues and profits of said premises during the perdency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection research, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or a rart of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any ceres, special assessment or other lien which may be or become superior to the lien hereof or of such decree, revoided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and originary.
- 10. No action for the -for ment of the lien or of any provision hereof shall be subject to any defense which would not be go d 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 thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine ne ti le, location, existence, or condition of the premises, nor shall Trustee be obligated to record the trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be limb for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or hat of the agents or employees of Trustee, and it may require indemnities satisfactory to it before execute any power herein given.
- 13. Trustee shall release this trust deed and the left thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness sector, by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to at dat the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificath of i lentification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons have a designated as the makers thereof; and where the release is requested of the original trustee and the last never executed a certificate on any instrument identifying same as the note described herein, therefore, as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein described 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 resignation, inability or refusal to act of Trustee, then Chicago Title and Trust Compan shal be the first Successor in Trust, and in case of its resignation, inability or refusal to act the then Attack of Deeds of the county in which the premises are situated shall be second Successor in Trust and In act of the identical title, powers and authority as are neven 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 Morgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Coded.

Wirness the hands and seal sof Mortgago	
Arthur F. Brown [SRAIL]	Deanna F. Brown [SEAL.]
[SRAIL]	

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		HEREBY	CERTIFY THAT	Arthur	F. Brown and I	n the State aforesaid, D( Deanna F. Brown,
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		who are	personally known	to me to l	be the same pers	on s whose name s are
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