

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

21 312 299

This Indenture Witnesseth,

That the grantor, S Arnie Chatman
and wife Louise of Cook County, Illinois,
in consideration of Five Thousand Fifty Three and 80/100 Dollars
(\$5053.80), 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:
E. 20 ft. of Lot 27 and W. 5 2/3 ft. of Lot 28 in Subdn. of Block 14 in E. A. Cummings and Company's Central Park Avenue Addition Section 14, Township 39 North, Range 13.

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 Arnie Chatman and wife Louise
debted upon ONE principal promissory note, bearing even date herewith, payable to the order of Sears Bank & Trust Company and by said mortgagors duly signed and delivered. Said note is in the amount of \$5053.80 and is due and payable in 60 successive monthly payments of \$81.23 each. Said payments commence on the 30th of December, 1970 and on the same day of each and every month thereafter until paid. Said note bears interest at the highest lawful rate after maturity.

PROVIDENT

THIS IS A JUNIOR TRUST DEED

Said note is in the amount of \$5053.80 and is due and payable in 60 successive monthly payments of \$81.23 each. Said payments commence on the 30th of December, 1970 and on the same day of each and every month thereafter until paid. Said note bears interest at the highest lawful rate after maturity.

The Grantor S Arnie Chatman 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 establish receipts therefor; (3) within sixty days after destruction or damage, to rebuild or repair 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 any mechanics' or other liens or claim of liens; (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 companies to be approved by the legal holder of the indebtedness secured hereby, with loss clause payable to the grantee herein as his interest may appear, and all such policies shall be deposited and remain in with the legal holder of the indebtedness secured hereby. The grantee is empowered to adjust, compromise, submit to arbitration and appraisal, and collect, and apply to the redemption of said indebtedness upon the loss arising under any insurance policy covering said premises; and to that end the grantee is irrevocably appointed the attorney in fact of the grantor, for them and in their name, and to that end the grantee and to execute and deliver such receipts, releases and other writings as shall be requisite to completely accomplish such adjustment, compromise, arbitration, appraisal and collection. In case of foreclosure hereof such insurance policy may be endorsed or reissued so as to make loss thereunder payable to the decree creditor or creditors or after sale pursuant to such decree to the holder of the Master's certificate of sale, and such decree to be in favor of the creditor.

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 tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises and when so doing, is not obliged to inquire as to the validity of any tax, assessment, tax sale, forfeiture, or lien or title 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 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 interest of 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 accrued interest shall, at the option of the legal holder thereof, without notice, 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 agreement. All expenses and disbursements, paid or incurred in behalf of complainant in connection with proceedings for the foreclosure hereof—including reasonable attorney's fees—outlays for documentary evidence, stenographer's charges, cost of printing or of completing abstract showing the whole title to said premises—shall be paid by the grantor, and the 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 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 proceeding. The grantor, however, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and consent that upon the filing of a bill to foreclose this Trust Deed, the grantee or some other suitable person or corporation may be appointed Receiver of said premises, with or 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 Receiver, and that said Receiver may continue in office during the pendency of said foreclosure and the said redemption made or the issuance of deed in case of sale, and may collect rents, after or repair said premises and put and maintain them in first class condition as well as the income, may pay expenses of Receivership, insurance premiums, all taxes and assessments which are a lien or charge at any time during the Receivership, cost of such repairs and repairs, and may also pay 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 to any premiums decreed entered in such proceedings, and in case of a sale and deficiency, the deficiency, whether there be a decree therefor in foreclosure or not, and whether or not the grantor is the owner 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 Arnie Chatman 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 for this detailer 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 S Arnie Chatman, 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 then 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 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 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 Arnie Chatman and all persons claiming under or through the grantor S Arnie Chatman.
Witness the hand S Arnie Chatman and seal S Louise Chatman, this 6th day of November, A. D. 1970.
Arnie Chatman (SEAL)
Louise Chatman (SEAL)
*To be stricken out if no interest coupons are used

21 312 299

Office

UNOFFICIAL COPY

State of Illinois }
County of Cook } ss.

I, Joseph F. Harast Jr., a NOTARY
PUBLIC in and for said County in the State aforesaid, Do Hereby Certify,
that Arnie & Louise Chatman

....., 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 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..... 6th
day of..... November..... A. D. 19 70

Joseph F. Harast Jr.



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21312299

Box 123
Trust Deed
TO

END OF RECORDED DOCUMENT