

23 098 694

TRUST DEED—INSURANCE RECEIVER AND TRUSTS  
FOR ONE OR MORE NOTES, WITH OR WITHOUT COUPONS (ILLINOIS) REVISED TO MARCH 1936

This Indenture Witnesseth,

Louise Chatman  
in consideration of Nine Thousand Fifty and 40/100 Dollars  
to her and to her heirs, CONVEYS and WARRANTS unto A. V. Wallace  
Cook, Trustee, of Cook County, Illinois, and to his

successors 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 interest thereon, and everything appurtenant thereto, situated in the County of Cook in the State of Illinois, to wit:  
The East 20 feet of lot 27 & the West 6 2/3 feet of lot 28 in Edward C. Waller's  
subdivision of Block 14 in E. A. Cummings & Company's Central Park Avenue Addition  
being a subdivision of that part of the Southeast 1/4 of Section 14 Township 39 North  
Range 13 East lying South of the North 40 rods & North of the North line of the  
right of way of the Chicago Great Western Railroad in Cook County, Ill.

Hereby releasing and waiving all rights of the grantor 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 grantors Arnie Chatman and Louise Chatman  
have duly indebted upon ONE principal sum of money note bearing even date herewith, payable to the order of Sears Bank and Trust  
Company and by said mortgage duly signed and delivered. Said note is in the  
amount of 9050.40 and is due and payable in 72 successive monthly payments of \$125.70  
each. Said payments commenced on the 20th day of June, 1975, 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 Payments  
are payable in lawful money of the United States of America,  
in Chicago  
at the office of  
Sears Bank and Trust Co., Sears Tower  
Illinois, or at such other place as the legal holder thereof may from time to time in writing appoint

The Grantor agree as follows: (1) to pay said indebtedness, and the interest thereon, 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 demand in writing to rebuild or 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 and free from any encumbrances or other liens or claims of any kind; (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 grantor herein as  
his interest may appear, and all such policies shall be deposited and remain with the legal holder of the indebtedness secured hereby. The grantor is empowered to adjust, com-  
promise, submit to arbitration and appraisal, and collect, and apply to the reduction of said indebtedness any claim for loss arising under any insurance policy covering said  
premises; and in that and the grantor is irrevocably appointed the attorney in fact of the grantor for the purpose of settling, adjusting, appraising and collecting. In  
case of foreclosure hereof each such insurance policy may be endorsed or rewritten so as to make loss thereunder payable to the legal holder of the indebtedness or after sale pursuant  
to such decree to the holder of the Master's certificate of sale, and such decree may so provide.

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 herein-  
before required of the grantor, and may, but is not obliged to, purchase, discharge, compromise or settle any tax lien or other lien or claim, or foreclose, or receive from  
any tax sale or foreclosure affecting said premises and when so done, is not obliged to inquire into 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 monies advanced by the grantor of such holder to protect the lien hereof, and reasonable compensation for all matters 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 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 express terms. 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, stenographic charges,  
cost of procuring or completing abstract showing the whole title to said premises— shall be paid by the grantor, and the like expenses and disbursements or claims, 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. 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 waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and consents that upon the filing of a bill for  
such the Trust deed, the grantor or some other suitable person or corporation may be appointed Receiver of said premises, without notice, and 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 Receivers, and that said Receiver may continue in office during the pendency of said foreclosure and thereafter until redemption made or the balance  
of debt 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  
Receivership, insurance premiums, all taxes and assessments which are a lien or charge at any time during the Receivership, cost of such alterations and 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 on any foreclosure decree entered  
in such proceedings, and in case of sale and deficiency, the deficiency, whether there be a decree therefor in personam or not, and whether any subsequent 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 hereby assigns to the Trustee, his heirs and profits arising or to arise out of said premises to the grantor herein and authorizes  
him, in his own name as assignee, or otherwise, to receive, use for, or otherwise collect such rents, issues and profits, to serve all notices which may be or become necessary 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 expense of operating and charges against said premises; and, second, to the payment of the indebted-  
ness hereby secured rendering the overplus, if any, to the grantor. 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 grantor, 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 grantor, and if for any like cause said first successor also shall fail or  
refuse to act, the person who shall then be the acting Heretofore 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 and seal of the grantor this 20th day of May, A. D. 1975

Arnie Chatman (HEAL)  
Louise Chatman (HEAL)

\*To be stricken out if no interest coupons are used (HEAL)

202-024 (HEAL)

23 098 694

UNOFFICIAL COPY

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State of Illinois }  
County of Cook }

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5.00

I, Albert Wallace a NOTARY  
PUBLIC in and for said County in the State aforesaid, do hereby certify  
that Arnie Chatman and Louise Chatman

....., personally known to  
me to be the same person, whose name is ..... 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  
day of May, A. D. 1975

*Albert Wallace*  
Notary Public  
Cook County Illinois

Property of Cook County Clerk's Office

5.00

23098694

Box 123

**Trust Deed**

Arnie Chatman and Louise Chatman

TO

A. V. Wallace, Trustee

3532 W. Polk  
Chicago, Illinois 60612  
Document prepared by Jane Burrichter  
Sears Bank and Trust Company  
Sears Tower  
Chicago, Illinois 60606

END OF RECORDED DOCUMENT