

FOR ~~FILE~~ *Review* SEE DOC # 109601 2879

TRUST DEED Indiana  
SECOND MORTGAGE FORM #1000000  
2879

FORM No. 2202  
JANUARY, 1968

*20-4234-1*  
Jaffe Commercial Finance Co.  
1655 Oak St. - Box 517  
Chicago Heights, Ill. 60411  
GEORGE E. COLES  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Theodore J. Brown and Ruby L. Brown, His Wife

(hereinafter called the Grantor), of the City of Gary County of Lake and State of Indiana, for and in consideration of the sum of Three Thousand Two Hundred Thirty-Two and 20/100 Dollars in hand paid, CONVEY AND WARRANT to Joel Salk, Trustee - 1655 Oak Street of the City of Chicago Heights, County of Cook and State of Illinois and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City of Gary County of Lake and State of Indiana to-wit:



The South 15 feet of Lot 6 and the North 18 feet of Lot 7 in Block 8 in Mid-City Realty Co's. Central Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 15 page 31, in the office of the Recorder of Lake County, Indiana.

JAN 27 9 07 AM '69  
ANDREW J. DZIERKO  
RECORDER

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.

WHEREAS, The Grantor Theodore J. Brown and Ruby L. Brown, His Wife justly indebted upon One (1) principal promissory note bearing even date herewith, payable to JAFFE COMMERCIAL FINANCE CO., an Illinois Corporation, 1655 Oak Street, Chicago Heights, Illinois, in the principal amount of Three Thousand Two Hundred Thirty-Two and 20/100 (\$3,232.20) Dollars, payable in Sixty (60) equal and successive monthly installments of Fifty-Three and 87/100 (\$53.87) Dollars each, beginning the Twentieth (20th) day of February, 1969 and ending the Twentieth (20th) day of January, 1974.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within thirty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and, secondly, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or pay prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or 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 time of such breach at seven per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, costs for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the like 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, shall also be paid by the Grantor. If such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in and decreed to be paid in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, shall have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Joseph Perozzi of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seals of the Grantor s this 14th day of January, 19 69

Theodore J. Brown (SEAL)  
Ruby L. Brown (SEAL)

This instrument prepared by Joy Spadoni

64782

STATE OF INDIANA  
COUNTY OF LAKE

**Document is NOT OFFICIAL!**

I, Hella Armstrong, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Theodore J. Brown and Ruby S. Brown

personally known to me to be the same person s whose name s was subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

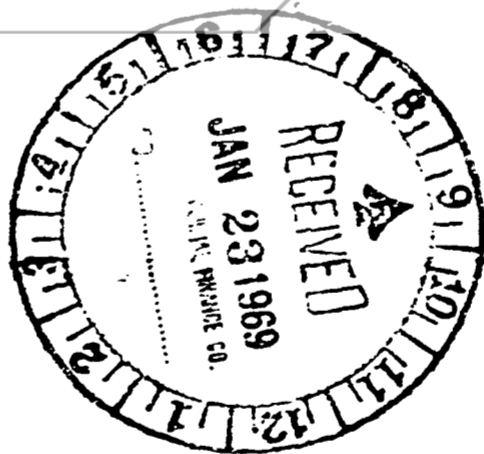
Given under my hand and notarial seal this 23rd day of January, 1964

(Impress Seal Here)



Hella Armstrong  
Notary Public Armstrong

Commission Expires May 15, 1972



BOX No.

**SECOND MORTGAGE Trust Deed**

Theodore J. Brown and Ruby S.

Brown, His Wife TO

Joel Salk, Trustee

After recording, please return to

JAFFE COMMERCIAL FINANCE CO.  
P.O. BOX 517  
CHICAGO HEIGHTS, ILL. 60411

GEORGE E. COLE  
LEGAL FORMS

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