

# UNOFFICIAL COPY

TRUST DEED 800N COOK COUNTY ILLINOIS  
FILED FOR RECORD

APR 1 1971 3 05 PM

21 437 909

21437909

Form 807 Rev. 5-62

147007

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, made March 19 19 71, between JERRY H. PETERSON and  
DONNA PETERSON, his wife

herein referred to as "Mortgagors," and  
CHICAGO TITLE AND TRUST COMPANY,

an Illinois 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 here-  
inafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of  
SIXTEEN THOUSAND (\$16,000.00) ----- Dollars,  
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER  
OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from  
May 1, 1971 on the balance of principal remaining from time to time unpaid at the rate of  
7 1/2% per cent per annum in instalments as follows: TWO HUNDRED (\$200.00) -----

Dollars on the 1st day of June 19 71 and TWO HUNDRED (\$200.00) or more

Dollars on the 1st day of each month thereafter until said note is fully paid except that the final  
payment of principal and interest, if not sooner paid, shall be due on the 1st day of May 19 81.  
All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid  
principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due  
shall bear interest at the rate of seven per cent per annum, and all of said principal and interest being made payable  
at 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 of Lake View Trust & Savings  
bank in said City.

NOW, THEREFORE, the Mortgagors in full and true payment 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 contained, by the Mortgagors to be performed, and  
also in consideration of the sum of One Dollar, said receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT  
unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and  
being in the City of Chicago, COUNTY OF COOK, AND STATE OF ILLINOIS.

Lot 1 in Wisner's Subdivision of the South West  
quarter of the South West quarter of the South West  
quarter of Section 20, Township 40 North, Range 14  
East of the Third Principal Meridian in Cook County,  
Illinois.

THIS IS A PART PURCHASE MONEY MORTGAGE.

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 sec-  
ondarily) and all apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, 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 included 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 here-  
in 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.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse  
side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mort-  
gagors, their heirs, successors and assigns.

Witness the hand and seal of Mortgagors the day and year first above written.

Jerry H. Peterson [SEAL] Donna Peterson [SEAL]  
JERRY H. PETERSON DONNA PETERSON  
[SEAL] [SEAL]

STATE OF ILLINOIS, I, JOHN ZUKOWSKI  
Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
County of \_\_\_\_\_ JERRY H. PETERSON and DONNA PETERSON, his wife



who are personally known to me to be the same persons whose names are subscribed to the foregoing In-  
strument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the  
said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the re-  
lease and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 19 day of March A. D. 19 71

John Zukowski  
Notary Public.

MAR 31 60-16-059 R

500

21 437 909

# UNOFFICIAL COPY

## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

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 good condition and repair, without waste, and free from mechanics' 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 a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall 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 prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance company of monies sufficient either to pay the cost of repairing or replacing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, 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 herebefore required of Mortgagors in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien 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 rate of seven per cent per annum. 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 payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate 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 thereon.
6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal 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 anything to the contrary 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 installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
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 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, appraisers' fees, outlays 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 foreclosure, all such abstracts of title, title searches and examinations, guarantee policies, Trustee's 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 a suit or to defend a bid or at any sale, which may be necessary, in connection with such decree, in view of the title to the value of the premises. All expenses 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 rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) a proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after which such suit is to be foreclosed 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 the foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses of the proceeding and of the sale and of 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 surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
9. Upon, or at any time, the filing of a bill to foreclose this trust deed, the court in which such 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 solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency 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 other times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other moneys which may be necessary or are usual in such cases for the protection, possession, 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 in part of: (1) the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof, or of such other debt of such party as may be or become superior to the lien hereof, or of any deficiency in case of a sale and deficiency.
10. No action for the enforcement of the terms of any provision hereof shall be subject to any defense which would not be good 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 the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own or its agent's misconduct or that of its agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
13. Trustee shall release this trust deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may, at any time, accept or deliver a release hereof and of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry where a release is requested of a successor trustee, such successor trustee may accept as representation the genuine note herein described any note which bears a certificate of authentication 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 herein designated as the makers thereof, and where the release is requested of a successor trustee, the certificate of authentication identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained and which purports to be executed by the persons herein designated as makers thereof.
14. Trustee may resign by instrument in writing filed in the office of the County Recorder or Registrar of Titles in which the instrument shall have been recorded or filed in case of the resignation, inability or refusal to act of Trustee the then Recorder of Deeds of the county in which the premises are situated shall be Successor Trustee hereunder. Any Successor Trustee hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all services performed hereunder.
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors 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 Deed.
16. It is further understood and agreed that until the indebtedness aforesaid shall be fully paid, and in case of the failure of the First Party, its successors or assigns, to keep adequate liquor liability insurance (also called Dram Shop Insurance) with coverage in amounts customarily carried by businesses of the same size and nature as that presently operated on the premises herein, but subject to limits of liability in no event less than \$100,000.00 for each person for bodily injury and \$100,000.00 for each person for means of support, and \$500,000.00 bodily injuries for one occurrence and \$300,000.00 for property damage, then it is agreed that at the election of the holder hereof and without notice, the principal sum remaining unpaid hereon together with accrued interest thereon shall become at once due and payable at the place of payment aforesaid. In case of default in keeping such Liquor Liability Insurance (also called Dram Shop Insurance) in force, the right to foreclose the said Trust Deed shall accrue to the holders hereof.

**IMPORTANT**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER  
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

D NAME Mail to:  
E ZUKOWSKI & BAK  
L STREET Attorneys-at-Law  
I 2569 Milwaukee Avenue  
V CITY Chicago, Illinois 60647  
R OR  
Y INSTRUCTIONS Box

RECORDERS' OFFICE BOX NUMBER 533

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. \_\_\_\_\_

CHICAGO TITLE AND TRUST COMPANY  
Assistant Secretary  
Assistant Vice-President  
Assistant Trust Officer

21 437 909

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

3258 North Southport Avenue  
Chicago, Illinois

END OF RECORDED DOCUMENT