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**TRUST DEED**

THIS INDENTURE, Made August 9, 1971, between JAMES A. CULLUM AND

August 9, 1971, between JAMES A. CULLUM AND

SHIRLEY J. CULLUM, His Wife herein referred to as "Mortgagors," and RAYMOND S. JOHNSTON

residing in MOUNT PROSPECT, Illinois, (herein referred to as "Trustee"), witnesseth:

time unpaid at the rate of  $7 \frac{1}{4}$  % per annum prior to maturity. Dollars (\$ 232.00-),  
**TWO HUNDRED THIRTY TWO AND NO 100-  
on the 1st day of October 1971 and a like sum on the 1st day of each and every 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 September 1996. All monthly payments on account of the indebtedness evidenced by said Note shall be first applied to interest, then to paid principal and the remainder to principal and the principal of each installment unless paid when due shall bear interest at the rate of seven per cent per annum.**

All payments of principal and interest shall be made payable at such banking house or trust company in Cook County, 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 FIRST NATIONAL BANK OF MOUNT PROSPECT, Mount Prospect, Illinois.

Now, therefore, in consideration of the sum of One Dollar, in hand paid, the receipt whereof is hereby acknowledged, by these presents CONVEY and WARRANT unto the Trustee, his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying  
County of Cook and State of Illinois, to wit:

and being in the County of COOK

and State of Missouri, to wit:

Lot 19, in Virginia Lake Subdivision Unit No. 1,  
being a Subdivision of part of the Southwest 1/4  
and part of the Southeast 1/4 of Section 12,  
Township 42 North, Range 10, East of the Third  
Principal Meridian, in Cook County, Illinois.\*\*\*

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which, with the property hereinafter described, is referred to herein as the "premises."

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the terms and conditions herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which do, by this instrument, benefit the Mortgagors do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

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1. Mortgagors (a) shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed by fire, wind, water, or other causes, and (b) shall pay all taxes and other charges levied or assessed against the premises or other lots or claims of title in respect of or otherwise chargeable to the lien hereof, except taxes and other governmental charges and assessments not exceeding \$3.00 per month when due any indebtedness which may be secured by a lien or charge on the premises, and (c) shall complete within one year from the date hereof and upon request exhibit satisfactory evidence of the payment of all taxes and other charges so levied or assessed against the premises or other lots or claims of title in respect of or otherwise chargeable to the lien hereof.

2. Mortgagors (a) shall comply with all requirements of law or ordinance, including but not limited to zoning laws and building codes, with respect to the premises and the use thereof; (b) shall make no material alterations in or add property to the premises without the prior written consent of Trustee; (c) shall not violate any law or municipal ordinance without prior written consent of Trustee; (d) shall not commit waste or damage to the premises or other lots or claims of title; (e) shall not encumber the Note by any lien or encumbrance (whether or not under and subject to the lien hereof) to exist upon the premises, or any part thereof, or any interest therein, without prior written consent of Trustee or holders of the Note being first and obtained.

3. 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 pay all amounts so paid over 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.

4. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire and such other hazards or contingencies as the holder of the Note may require under policies providing payment by the insurance company to Trustee or to holders of the Note in complete satisfaction to the holders of the Note in case of replacement of the same or to pay in full the indebtedness securing the Note, in complete satisfaction to the holders of the Note, if the insurance policies payable, in case of loss or damage to Trustee or to holders of the Note, shall be the additional of the Note, such rights to be evidenced by a standard mortgage clause to be attached to each policy, and to all policies including all renewals, 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.

5. In case Mortgagors shall fail to perform any covenant herein contained, Trustee or the holders of the Note may, but need not, make any payment or perform any act hereinafter required, in any form and manner deemed expedient, and may, but need not, make all or any portion of the principal amount of the Note, or any encumbrances thereon, or any and, purchase, discharge, compromise or settle any tax, lien, claim or other debt or obligation, or any amount received from any tax sale or forfeiture affecting said premises or contract with any person or persons holding title or claim to the same, or any amount paid or incurred in connection therewith, including reasonable compensation to attorneys' fees and any other money advanced by Trustee or to holders of the Note to protect their interest, and shall be so much additional indebtedness accrued hereby and shall become 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.

6. 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 taxing authority, and may make 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 thereto.

7. 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 any provision of the Note or of this Trust Deed, become due and payable (a) in the case of default for ten days in making payment of any sum or amounts of the Mortgagors' principal or interest on the Note, or (b) when default shall occur and continue for thirty days in the performance of any other agreement of the Mortgagors herein contained.

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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 all additional indebtedness in the decree for sale, appraiser's fees, outlays for collection, attorney's fees which may be paid or incurred by or on behalf of Trustee or holders of the Note for the purpose of procuring title to the premises, and expenses of the nature of procuring title to the premises, including attorney's fees, 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, surveys and examinations, guarantee policies, Torrens certificates, or to evidence to bidders at any sale, and such other expenses as may be incurred in connection therewith. All expenses of such suit, including attorney's fees, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring title to the premises, including attorney's fees, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring title to the premises, shall be paid by the holder of the Note or Trustee, and the amount so paid or incurred by Trustee or holders of the Note or Trustee shall be a part of the debt hereby secured, and shall be added to the principal of the Note or Trustee, and shall bear interest at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the Note or Trustee, and immediately due and payable. Dated or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit, or proceeding which might affect the security hereof, whether or not actually commenced; or (c) preparations for the defense of any threatened suit, or proceeding which might affect 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, expenses and outlays for the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph; second, on account of all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortagors, their heirs, legal representatives or assigns, as 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 such bill is filed may appoint a receiver of said premises. Such receiver shall be made either before or after sale, without notice, without regard to the solvency or otherwise of the party to whom the Trustee hereunder may be appointed as such receiver. Such receiver shall receive all rents, issues and profits of said premises during the period of his receivership, and in case of a sale, and a deficiency, during the full statutory period of receivership, and shall be entitled to redemption or profit, and all other powers which may be necessary, or are usual in such cases, including the power to manage, control, management and operation of the premises during the period of his receivership, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien, or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or 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 obliged to record this Trust Deed or to exercise power herein given unless expressly obligated by the terms hereof, nor be liable for any act or omission of any person hereunder, except in case of gross negligence or misconduct or that of the agent or employee 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 thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, and Trustee shall make and give a release agreed to and to the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the Note, representing that all indebtedness secured thereby paid, which represents a written certificate of the successor trustee, such trustee having been duly appointed by the person hereinabove described and now will be held in trust for the benefit of the person hereinabove described and for the payment of the principal sum and interest thereon, and for the payment of taxes, assessments, insurance premiums, and other charges which may be levied against the premises, and which conform to the substance of the description herein contained of the Note and with purpose to be held in trust for the benefit of the person hereinabove designated as the makers thereof, it may be certified by the grantor, and 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 hereinabove designated 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 his resignation, inability or refusal to act, the Trustee may be succeeded by the Chicago Title and Trust Company, of Cook County, Illinois, or such other person as may be appointed by the Trustee, and any Trustee or successor shall have all the same powers and authority as are herein given Trustee, and the word "Mortgagor" shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof.

15. This Trust Deed and its provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, whether or not such persons shall have executed the Note or this Trust Deed.

16. In order to provide for the payment of taxes, assessments and insurance premiums required to be paid hereunder by Mortgagors, Mortgagors shall deposit with the holders of the Note, or such other person, firm or corporation, as is herein designated, on each monthly payment date determined by the amount of the annual taxes and assessments levied against the premises and 1/12th of the amount of the insurance as to be applied to the payment of such tax and assessment and such amount deposited for insurance purposes when the same expire or for paying deficiency, and in the event any def'icit exist in the amount of such deposits, Mortgagors agree to deposit such amount necessary to make up the payment of taxes, assessments and insurance premiums. In case of the nonpayment of any monthly installment or in the performance of any of the covenants and agreements of Mortgagors herein contained, the holders of the Note may apply any and all sums then on deposit on account of the indebtedness secured hereby.

17. The Trustee, individually, may buy, sell and hold the Note or any interest therein, before or after maturity, and whether or not a holder shall have obtained or retained title thereto, as a holder of the Note or any interest therein and every subsequent holder thereof shall be entitled to the same security and to all the same rights and powers as the Trustee under this Trust Deed. No merger of the interest of said Trustee in this instrument, as Trustee, shall be made, and the Note, as Trustee hereunder shall ever be taken jointly by the Trustee and any holder of the Note.

Witnesses the day of Sep 1971, and seal S. Cullum of Mortgagor the day and year first above written.

James A. Cullum (SEAL) Shirley J. Cullum (SEAL)  
James A. Cullum (SEAL) Shirley J. Cullum, His Wife (SEAL)

STATE OF ILLINOIS  
Cook } SS.



I, N. JOHN CHRISTENSEN,  
a Notary Public in and for and residing in the City of Chicago in the State aforesaid, DO HEREBY CERTIFY THAT  
JAMES A. CULLUM AND SHIRLEY J. CULLUM, His Wife

who are personally known to me to be the same persons whose names 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 voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of action.

GIVEN under my hand and Notary Seal this 9/1/71 day of September, A.D. 1971.

N. John Christopher  
Notary Public

<p>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 RE- CORD.</p>	<p>The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. <u>38</u>. RAYMOND S. JOHNSTON, As Trustee By <u>John Johnston</u></p>
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MAIL TO: FIRST NATIONAL BANK OF MT. PROSPECT  
999 ELMHURST ROAD  
MT. PROSPECT, ILL. 60056

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