

# UNOFFICIAL COPY

TRUST DEED  
6-28-76-372  
21 610 508

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Form 39 5-58 THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made August 28th, 1971 between MILTON L. WEND, a bachelor, KARL H. WEND, a bachelor, ALBERT O. WEND and JEAN WEND, his wife, all of the Village of LEMONT, County of Cook, and State of Illinois

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 Principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of FORTY TWO THOUSAND SEVEN HUNDRED FORTY & NO/100 (\$42,740.00) DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on or before August 28, 1976 with interest thereon from date until maturity at the rate of four (4)

percentum per annum, payable semi-annually on the 28th day of February and of August in each year, which said several installments of interest until the maturity of said principal sum are ~~not~~ evidenced by interest coupons ~~attached hereto~~, all of said principal and interest bearing interest after maturity 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 Lemont, 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 The Lemont National Bank, Lemont, Illinois

NOW, THEREFORE, the mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, 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 (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee hereinafter named the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the County of Cook, State of Illinois, to wit: Lot One (1) and the North half of Lot Two (2) in Block Three (3) in Trussell's Addition to Athens, in the West half of the Southeast quarter of Section Twenty (20), Township Thirty Seven (37) North, Range Eleven (11), 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." 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 secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, 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, radiator beds, swings, stoves and water heaters. All of the foregoing are declared 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 on 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, his successors and assigns, forever, for the purposes, and upon the terms and trusts hereinto set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which shall inure to the benefit of 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 mortgagors, their heirs, successors and assigns.

WITNESS the hand, s. and seal, of Mortgagors the day and year first above written.

Milton L. Wend [SEAL] Albert O. Wend [SEAL]  
Karl H. Wend [SEAL] Jean Wend [SEAL]

STATE OF ILLINOIS, I, ALDERMAN DYSTROP }  
SS: a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that MILTON L. WEND, a bachelor, KARL H. WEND, a bachelor, ALBERT O. WEND and JEAN WEND, his wife }  
who are personally known to me to be the same person, s. whose name, s. 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 homestead. }  
GIVEN under my hand and Notarial Seal this 28th day of August, A.D. 19 71 }  
Alderman Dystrop }  
Notary Public. }



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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 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 municipal ordinances with respect to the premises and the use thereof; (4) comply with all requirements of law or municipal ordinance; (5) make no material alterations in said premises except as required by law or 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.

2. 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 companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance 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 give liberal renewal policies not less than ten days prior to the respective dates of expiration.

3. 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 affecting said premises or contest any tax or assessment, any lien or other prior lien or title or claim thereof, or redeem from any tax sale or other proceedings in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage and the lien hereof, plus reasonable compensation to Trustee or the holders of the note, and shall be deemed as having been paid or satisfied, and shall be a lien in addition to the principal note, 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.

4. 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 thereof.

5. 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 principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal or interest notes or in this Trust Deed to the contrary, become due and payable when default shall occur and continue for three days in the payment of any interest note or in the performance of any other agreement of the Mortgagors hereunder contained.

6. 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 sale 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, appraiser's fees, outlay for documentary and expert evidence, stenography charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, guarantee policies, Torrens 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 suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures 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 seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with the foreclosure of such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises.

7. (a) Any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any foreclosure proceeding or of any suit or action after accrual of such right to foreclose, whether actually commenced, or (c) preparations for the defense of any threatened suit or proceeding, 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 items which under the terms hereof constitute secured indebtedness additional to that evidenced by the principal note and interest coupons, all other items hereof, as herein provided; third, all principal and interest remaining unpaid on the principal note or interest coupons; fourth, any surplus to Mortgagors, their legal representatives or assigns, as their right may appear.

8. On or after 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 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 further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or part of the period. The Court from time to time may authorize the receiver to apply the net income in his hands or other lien which may be 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.

9. 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.

10. 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.

11. 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 granted, expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in exercising any power herein granted, or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein granted.

12. 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 may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity hereof, produce a certificate to Trustee of the principal note (with or without the coupons evidencing interest thereon), certifying 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 true without inquiry, where a release is requested of the original trustee and it has never executed a certificate of payment, or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and which purports to be executed by the persons herein designated as the makers thereof, in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof.

13. 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 the resignation, ability or refusal to act as Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust 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 acts performed hereunder.

14. 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 principal note or interest coupons or this Trust Deed.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*William H. Olsen*  
RECORDED FOR DEEDS

SEP 3 7 11 3 01 PM

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**IMPORTANT**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,  
THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD  
BE IDENTIFIED BY THE CHICAGO TITLE AND TRUST COMPANY,  
TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Principal Note mentioned in the within Trust Deed has been identified  
herewith under Identification No. 4431746

CHICAGO TITLE AND TRUST COMPANY, Trustee

*Gregory C. Cordial*  
Assistant Secretary  
Exec. Assistant  
Trust Officer

NAME | ALDERMAN DYSTROP  
STREET | 400 MAIN STREET  
CITY | LEMONT, ILLINOIS 60439  
OR | Box  
INSTRUCTIONS | 533  
RECORDER'S OFFICE BOX NUMBER

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

RECORDED DOCUMENT