

UNOFFICIAL COPY

TRUST DEED

Deliver To  
Recorder's Office  
Box No. 413

COOK COUNTY, ILLINOIS  
FILED FOR RECORD.

21. 635 736

*Richard R. Olson*  
RECORDER OF DEEDS

SEP 23 '71 12 21 PM

THE ABOVE SPACE FOR RECORDERS USE ONLY 21635736

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21635736

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THIS MORTGAGE, made September 17, 1971, between James L. Warren and Elsie M. Warren, his wife, herein referred to as "Mortgagor", and

PULLMAN BANK AND TRUST CO.

an Illinois corporation doing business in Chicago, herein referred to as Trustee, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of this Note, in the principal sum of SIXTY THOUSAND AND NO/100 (\$60,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest 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:

FOUR HUNDRED FORTY THREE AND 40/100 (\$443.40) Dollars on the first (1) day of November 1971 and

Dollars on the first (1) day of each month thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the first (1) day of October 1981. 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 8 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Glenwood 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 GLENWOOD BANK in said City,

NOW, THEREFORE, the Mortgagors to secure 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 in hand paid, the 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 right, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS,

to wit:

Lot A, except the South four feet thereof in Hart's Resubdivision of Lots A and B recorded as document 17135783 and corrected by Certificate of Correction as document 18328583 in Hart's Resubdivision of Lot 36, except that part thereof lying East of a straight line that intersects the North line of said Lot 36 at a point 104.5 feet North Westerly from the North East corner thereof, as measured along the North line of said Lot and intersects the South line of said Lot, 120 feet West of the South East corner thereof in First Addition to Brae Burn, a Subdivision of that part of the West half of the South East quarter of Section 12, Township 31 North, Range 13, East of the Third Principal Meridian lying East of the Illinois Central Railroad right of way as located in said Section 12, North of a line 1371.55 feet North of and parallel to the South line of said South East quarter of Section 12, together with Lot 13 and that part of Lot 27 in Brae Burn a Subdivision in the East half of the South East quarter of Section 12, lying North of a line 1365 feet North of and parallel to the South line of said South East quarter of said Section 12 and West of the Westerly line of Lot 14 in said Brae Burn, produced Southerly to the said line 1365 feet North of and parallel to the South line of said South East quarter of Section 12 and the North 450 feet of the South 1365 feet of said Lot 27, lying West of a line 1001 feet West of and parallel to the East line of said South East quarter of Section 12, in Cook County, Illinois +++

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Property of Cook County Clerk's Office

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 par 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, inodor beds, awnings, 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 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 set forth upon the uses and trusts herein 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 conditions and provisions appearing on this page and on page two (the reverse side hereof) 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 s of Mortgagors the day and year first above written.

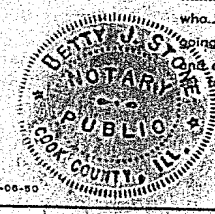
James L. Warren (SEAL) Elsie M. Warren (SEAL)

STATE OF ILLINOIS, } ss. I, Betty J. Stone  
County of Cook } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

James L. Warren and Elsie M. Warren who are personally known to me to be the same persons whose names 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 17 day of September, A. D. 1971.

Betty J. Stone  
Notary Public.



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1. Mortgagors shall (1) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep the premises in good condition and repair, without waste, and free from mechanic's or other liens on the premises which may become damaged or to the lien hereof; (3) pay when due any indebtedness 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) complete within a reasonable time any building or buildings now or hereafter; (5) comply with all requirements of law or municipal ordinances with respect to the premises and to the building or buildings now or hereafter; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall be liable for the payment of all general real estate taxes and shall deposit or cause to be deposited with the Trustee named in this Trust Deed special assessment water charges, sewer charges and other charges computed on the amount of the last ascertainable real estate taxes. Mortgagors shall pay special taxes on the note referred to herein duplicate receipts therefor.

3. Mortgagors shall cause all buildings and improvements now or hereafter situated on said premises to be 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 companies satisfactory to the holders of the note, under insurance since 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 to Trustee including additional and renewal policies. Mortgagors shall deposit with the Trustee an amount equivalent to one twelfth of the annual insurance premiums on the first day of each and every month during the term of said loan. The amounts deposited under the real estate tax reserve and insurance reserve referred to in paragraphs two and three hereof shall be held by the Trustee or the legal holder of the note as and for a Sinking Fund to be used by the Trustee or the legal holder of the note to pay the general real estate taxes levied against said premises and insurance premiums as and when the same become due and payable.

4. In case of default, delinquency and non-payment of any debt hereunder on the part of Mortgagors, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgagors in discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or purchase any tax or assessment. All 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 hereunder 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, file, foreclose, tax lien or title or claim thereof.

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 holder of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything 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. Any deficiency in the amount of any monthly payment shall constitute an event of default and the Trustee or the holders of the note secured hereby may collect a "late charge" on each payment more than fifteen days in arrears.

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 sale all expenditures and expenses which are incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of prosecuting all such abstracts of title, title searches and examinations, guarantee policies, foreclosures, 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 holders 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 shall be 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 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 indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after account of such right to foreclose 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 any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including 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 secured by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to all other parties, 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 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 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 he is 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 or judgment for the enforcement of the lien or of any provision 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. No action for the enforcement of the lien or of any provision 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 omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnity satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and deliver a 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 if proper instrument in proper form has been paid, which representation Trustee may accept as true and correct, and which purports to be executed by a prior trustee hereunder or who in no form in substance with the description herein contained of the note which bears executed a certificate or any instrument purporting to be executed by the persons herein designated as the makers thereof, or where the release is requested of the original trustee and which conforms in substance with the description herein contained of 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 of the note 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 Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given to Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts 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 persons shall have executed the note or this Trust Deed.

IN THE EVENT OF THE SALE OR TRANSFER OF THE TITLE TO THE PREMISES DESCRIBED HEREIN, THE HOLDER OF THE NOTE SECURED HEREBY MAY AT ITS OPTION DECLARE THE ENTIRE AMOUNT OF THE INDEBTEDNESS TO BE IMMEDIATELY DUE AND PAYABLE.

<p align="center"><b>IMPORTANT</b></p> <p>FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THIS TRUST DEED IS FILED FOR RECORD.</p>		<p>The Instalment Note mentioned in the within Trust Deed has been identified herewith under identification No. _____</p> <p>by _____</p> <p align="right">Assistant Vice President Assistant Secretary</p>
<p>D NAME _____</p> <p>E STREET _____</p> <p>L CITY _____</p> <p>V _____</p> <p>E _____</p> <p>R _____</p> <p>Y INSTRUCTIONS _____</p>	<p align="center">RECORDER'S OFFICE X NUMBER 413</p>	<p align="center">FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE _____</p> <p align="center">21 635 736</p>

**END OF RECORDED DOCUMENT**