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This Indenture, Made

February 2,

19 72 between

CLIFFORD G. MILLER and DOROTHY E. MILLER, his wife

04-022

herein referred to as "Mortgagors," and

NATIONAL BOULEVARD BANK OF CHICAGO

a Nation 1 Banking Association, as trustee hereunder, witnesseth:

evidenced by o'c 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 from date of loan disbursement on the balance of principal remaining from time to time unpaid at

the rate of 7 per cent per annum in instalments as follows: -----(\$372.15)-----

Dollars on the first lay of March 19 72 and -----(\$ 372.19-----

Dollars on the right day of each month

thereafter until said note is fully paid except that the final payment of principal and

interest, if not sconer paid, shall be due of the first day of February 1992. 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, recorded that the principal of each instalment unless paid when due shall bear interest at the rate of seven 1 are cent per annum, and all of said principal and interest

being made payable at such banking house or trust cor pany in City of Chicago, County of Cook

Illinois, as the holders of the note nay, 11 m time to time, in writing appoint, and in

absence of such appointment, then at the office of NATIONAL LOULEVARD BANK OF CHICAGO

in said City,

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, 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 Laby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and ssign, the following described Real Estate and all of their estate, right, title and interest therein, situate, I and and being in the

VILLAGE OF GLENCOE , COUNTY OF COOK ANY, S'ATE OF ILLINOIS, to wit:

Lot 2 in Willow Wind Subdivision, a Subdivision of part of the North Eas quarter of the North West quarter of Section 18, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

700

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 cover-

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ings, inador 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, and 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

lortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter in the premises which may become damaged or be destroyed; (2) keep said premises in good condition and air, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to in 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 in a Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now at a my time in process of erection upon said premises; (5) comply with all requirements of law or municipal or in noces with respect to the premises and the use thereof; (6) make no material alterations in said premises keept as required by law or municipal ordinance.

- 2. Mortgagors nal pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water of arges, sewer service charges, and other charges against the premises when due, and shall, upon written recipies, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunde, inortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- tax or assessment which Mortga ors may desire to contest.

 3. Mortgagors shall keep at outldings and improvements now or hereafter situated on said premises insured against loss or damage by are, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficier, 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 policies payable, in case of loss or any to trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mort age clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, including additional and renewal policies, including additional and renewal policies, or inders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten cays prior to the respective dates of expiration.
- shall deliver renewal policies not less than ten cays prior to the respective dates or expiration.

 4. In case of default therein, Trustee or the loaders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgard 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 in or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premiss a taid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Truste or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compens: too to Trustee for each matter concerning which action herein authorized may be taken, shall be so much a diagonal indebtedness secured hereby and shall become immediately due and payable without notice and with never thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never or considered as a waiver of any right account of any default hereunder on the part of Mort agents.
- 5. The Trustee or the holders of the note hereby secured making any payr ... hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate powered 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.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, both prir 1, 2 and interest, when due according to the terms hereof. At the option of the holders of the note, and without not as 5 Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the lote or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment 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.
- 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 moders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose here is 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 attorney. fees, Trustee's fees, appraiser's 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 procuring all such 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 at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bank-ruptcy 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 suit for the foreclosure hereof after accrual 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
- 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 evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, 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 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 further times when Mortgagors, except for the intervention of such

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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 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 foot of 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 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 han trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligation by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross ne_trence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- satisfaciony to it before exercising any power herein given.

 13. It stee 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 derive a release hereof to and at the request of any person who shall, either before or after has been paid, which is resentation Trustee the note, representing that all indebtedness hereby secured of a successor truster, such successor trustee may accept as true without inquiry. Where a release is requested bears a certifiate of deriving in the proporting to be executed by a prior trustee hereunder or which conforms in substance with the destination before increasing and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein contained of the note and which conforms in substance with the destination of the note herein described herein, it may accept as the genuine note herein contained of the note 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 herein designated as makers thereof.
- 14. The Trustee may resig by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument by 11 have been recorded or filed. In case of the resignation, inability or refusal to act as Trustee, the then R corder 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 Tru tee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- 15. This Trust Deed and all provisions nereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the wird "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 Truit Deed.
- 16. The Mortgagors shall not without the writte consent of the Trustee or the holders of the note sell or convey the property herein described subject to be in erest of the Trustee or the holder of the note whether or not such purchaser shall assume or agree to pay the indebtedness hereby secured. Upon any holder of the note may require from the purchaser such information, the Trustee or the purchaser were a new loan applicant. Consent shall not be unreast as would normally be required if the of the note may impose a service charge not exceeding 1% of the original amount of the indebtedness hereby secured and may adjust the contractual interest rate upon the unpaid. It is also the obligation secured by this trust deed.
- 17. The lien of this Trust Deed also secures the repayment of the principal and interest on any other indebtedness due and owing from the mortgagors to the holder of the principal note secured by this Trust Deed.
- 18. It is understood that in addition to the above mentioned monthly principal and interest payment, the Mortgagors agree to deposit in an escrow account 1/12th of the estimated improved P all Estate tax bill or the last ascertainable improved Real Estate tax bill monthly, from year to year of a calendar basis agree to deposit 1/12th of the annual hazard insurance premium based on when the polity epires, or when the next premium instalment is due. It is also understood that the Trustee or the holder of the note will pay no interest for any monies deposited in said escrow account for taxes and/or insurance premiums.

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	COOK COUNTY. ILLINO! FILED FOR RECORD	Sichney R. Ohen RECORDED FOR DEEDS
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	STATE OF ILLINOIS, COUNTY OF COOK	
THE STATE OF THE PARTY OF THE P		
A CARLO CONTRACTOR	a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT. CLIFFORD G. MILLER and DOROTHY E. MILLER,	
	who are personally known to me to be the same person, whose name subscribed to the foregoing Instrument, appeared before me this day in person and	
	acknowledged thatthey signed, sealed and delivered the said Instrument as	
	Line ir free and voluntary act, for the uses and purposes therein set forth, in- luding the release and waiver of the right of homestead. GIVEN under my hand and Notarial Seal this	
		day of Le haubes of A. D. 19.72
		Notary Public
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	Box 493 TRUST DEED For Instalment Note To To To Trustee Trustee ROPERTY ADDRESS	NATIONAL BOULEVARD BANK OF CHICAGO WRIGLEY BUILDING 400-410 NORTH MICHICAN AVENUE CHICAGO, ILLINOIS 60611
	Box 493 TRUST DEEI For Instalment Not To To Trustee PROPERTY ADDRESS	TIONAL BOULEVARD I OF CHICAGO WRIGLEY BUILDING HO NORTH MICHICAN AVE CHICAGO, ILLINOIS 60611
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