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TRUST DEED
561529

21 820 646

Form 134

DATE 9

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made February 24, 1972, between

William J. Weber and Patricia A. Weber, 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 hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Thirty Six Thousand and No/100 (\$36,000.00) 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 in instalments as follows:

One Hundred Fifty and No/100 (\$150.00) or more-----Dollars
on the 1st day of April 1972 and One Hundred Fifty and No/100 (\$150.00) Dollars
-----or more-----Dollars
on the 1st day of each month thereafter, to and including the 1st day of March 1992,
with a final payment of the balance due on the 1st day of March 1992, with interest no

interest on the principal balance from the date hereof to the date of each payment
each of said instalments of principal 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 Chicago
Illinois, as the holders of the note may from time to time, in writing appoint, and in absence of such appoint-
ment, then at the office of as directed in writing by the holder hereof

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provi-
sions 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 to the Trustee 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 Village of Arlington Heights, COUNTY OF Cook AND STATE OF ILLINOIS,
to-wit:

Lot 441 in Ivy Hill Subdivision Unit No. 9 being a Subdivision of part of
the South Half of the Northwest Quarter of Section 16 Township 42 North,
Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

500

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 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, 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 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.

.....[SEAL] William J. Weber [SEAL]
.....[SEAL] Patricia A. Weber [SEAL]

STATE OF ILLINOIS,)
I, Dennis D. SASSAN
ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
County of Cook) William J. Weber and Patricia A. Weber, 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 that they signed, sealed and delivered the
said Instrument as their free and voluntary act and deed, and 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 24th day of February A. D. 1972



21 820 646

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, 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 mechanic's 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 reasonable time any building or buildings now or at any time in process of erection upon said premises; (3) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or 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 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 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 claim thereof, or defend from any tax sale or foreclosure in connection therewith, and all moneys paid for any of the purposes herein authorized and all expenses paid or incurred by Trustee or the holders of the note, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgagee's interest in the premises, shall be paid by Mortgagors, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, 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 the validity of any tax, assessment, sale, foreclosure, 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 Trustee or the holders of the note, or in this Trust Deed to the contrary, come 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 hereinafter contained.

7. When any 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, the reasonable and necessary 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, costs for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items of value) for the purchase of any of the premises, and the reasonable and necessary expenses of procuring all such abstracts of title, title searches and examinations, guarantee policies, fire insurance policies, 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 defend the premises of the Mortgagors at any sale which may be had pursuant to such decree, the true condition of the title to or the value of the premises, and 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 note, with interest thereon as herein provided; second, 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.

8. 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 the event 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 period of redemption, 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 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 of the note or of such decree, provided such application is made prior to foreclosure sale; (2) the party interposing same in an action at law upon the note secured.

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 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 execute any instrument given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in exercising any power herein given.

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 a deed of release hereof to and at the request of any person who shall represent Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as representation Trustee may accept as true without inquiry. Where a release is requested of a prior trustee hereunder, such prior trustee hereunder or which the genuine note herein described any note which bears a certificate of identification, and which purports 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 makers thereof; and where the release is requested of the original trustee hereunder, such original trustee hereunder or which purports to be executed as makers thereof; and where the release is requested of the original trustee hereunder, such original trustee hereunder or which purports to be executed as makers thereof; and where the release is requested of the original trustee hereunder, such original trustee hereunder or which purports to be executed as makers thereof; and where the release is requested of the original trustee hereunder, such original trustee hereunder or which purports to be executed as 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, inability or refusal to act of Trustee, then the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed shall be Successor in Trust. Any Successor in Trust hereunder shall have the legal 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 note or this Trust Deed.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Edw. A. Chen
RECORDER OF DEEDS
27820646

FEB 29 12 24 PM

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE 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 Instrument Note mentioned in the title hereof has been identified herewith under Identification No. 251128

CHICAGO TITLE AND TRUST COMPANY, as Trustee,

by *Juan Garcia*
Assistant Secretary
Assistant Vice President
Trust Officer

D NAME Dennis D. Saasan
E STREET 100 N. La Salle
I CITY Chgo., Illinois
V INSTRUCTIONS OR BOX 533
R RECORDER'S OFFICE BOX NUMBER

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

END OF RECORDED DOCUMENT