UNOFFICIAL COP

COOK COUNTY-ILLINOIS

RECORDER OF DEEDS



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TRUST DEED 555433

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made . June 13 19 72. between

STEVEN J. BURVAL and CAROLE A. BURVAL, 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

Twenty-One Thousand (\$21,000.00)

Odlars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

a delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from the of disbursement on the balance of principal remaining from time to time unpaid at the rate of six 1. Three-quarter (6 3/4) per cent per annum in instalments (including principal and interest) as follows:

One Hu Cred Forty-Six (\$146.00) One Hy Leed Forty-Six (\$146,00) Dollars on the first day of August. 19 72 and One Hundred Forty-Six (\$146,00). Dollars on the first day of ch and every month thereafter until said except that the final payment of principa and interest, if not sooner paid, shall be due on the first day of July 1997. All such payments on account the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the regularder to principal of each instalment unless paid when due shall bear interest at the rate of AAA per cent por annum, and all of said principal and interest being made payable at such banking house or trust company in Des Plaines, Illinois, as the holders of the note may, from time to time, in writing company in Des P.a. nes, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appoint, then at the office of First National Bank of Des Plaines

NOW, THEREFORE, the Mortgagors to accurate a venent of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performed, and also in consideration of the sum of One Dollar in hand paid, it e receipt whereof is bereby acknowledged, do by these presents CONVEY and WARRANT unto the trustee, its successors and assigns, the following described Real Late, a dil of their estate, right, title and interest therein, situate, lying and being in the Village of Hoffman Estates

OUNTY OF COCK

AND STATE OF ILLINOIS, to wit:

Lot 5 in Winston Knolls Unit Four, being a subdivision of part of the East half of the East half of Section thirty (30), Township forty two (42)North, Range ten (10), East of the Third Principal Meridian in Cook County, Illinois, according to plot thereof recorded in the Recorder's Office of Cook County, Illinois, on April 20, 1972 as Document Number 21871873. ment Number 21874873.

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

TOGETHER with all improvements, tenements, easements. fixtures, and apputtenances thereto belonging, and all issue a 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 aid real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, say conditionit, wate, "ight, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing served, vales, storm doors and windows, floor coverings, inador beds, awnings, stores and water heaters. All of the foregoing are declared to be a part of tall release the whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the autragoor release successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said frustee, its successors and assigns, forever, for the purposes, and upon the us, and tru, sherein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which taid; this am' benefits the Mortgagors do hereby agreestly release and water.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the revers, side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on

WITNESS the hand .S...... and seal ..S..... of Mortgagors the day and year first above STRUM a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT STEVEN J. BURVAL and CAROLE A. BURVAL, his wife,

> are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that delivered the said Instrument as their free and voluntary thev signed, scaled and _free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this,

17 thday . 1971

Tr. Deed, India., Instal.-Incl. Int.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors shall (1) prumptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep aid premises in good condition and repair, without water, and free from mechanics or other liems or claims for liem not expressly subordinated to the liem 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 pior lien to Trustee or to holders of the north, (2) complete within reasonable time any building or buildings now or at any time in process of execution upon said premises; (5) 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 large or municipal ordinance.

2. Mortgagors shall pay before any penalty attacks all general taxes, and shall pay special assessments, water charges, sand 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 present default hereunder Mortgagors shall pay be premise the manner provided by stratte, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or interafter situated on said genuine instance.

and other charges against the premises when due, and shall, upon written request, furnish to Prostee or to holders of the note duplicate receipts therefor. To present default hereunder Moregagers shall pay in full under protects, in the manner provided by statute, any tax or assessment which Mortgagers may desire to context.

3. Mortgagers shall keep all buildings and improvements now or hereafter situated on said gremises 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 repaining the same or pay in full the indebtedness secured hereby. All companies satisfactory to the holders of the note, under insurance policies payable, in ease of loss or dail deliver all policies, including additional and renewal policies to holders of the note, under insurance about to expandic, in case of loss or dail deliver all policies, including additional and renewal policies to holders of the note, and in case of insurance about to expirate, shall deliver renewal policies to the statum and says 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 hereinbefore required of Mortgagers 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 title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys fees, and any other moneys advanced by Trustee or the holders of the most any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including

interest on 3'c in (e. or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein constanced.

7. When the 10'c includes hereby secured shall become due whether by acceleration or otherwise, holders of the note of Trustee shall have the right to foreclose the one hereof, then any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the degree for rate all expenditures and expense. Such 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 onlyst publication costs and costs (which was be estimated as to times to be expended after entry of the decit. 10' yii: 'time all such abstracts of title, title sarches and examinations, title insurance policies, Tourens certificates, and similar data assurance with respect; to the 3r Trustee or holders of the note may deem to be transmish) necessary the product the product and exhibit on the value of the premises. All expenditures and expenses of the nature in this paragraph ment; seld, it become so much additional indebtedness secured hereby and mediately due and payable, with interest thereon at the rate of seven per ce t per an union, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, to which either of them shall be a party, either ap plaintiff, claimant or not this trust decel or any indebtedness bereby secured; or (b) years and shall be distributed and applied in the foreclosure hereof after actual of such right to foreclose whether or not actually commenced. (c) reper actions for the defense of any threatened unit or proceeding shall engage the regulation of the terms hered proceed on any threatened with or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure size of it - pre- isses shall be distributed and applied in the following order of priority: First

principal and interest remaining unpaid on the note; te rin, any overplus to Mortgagors, their neits, legal representatives of assignt, as their regists may appear.

9. Upon, or at any time after the filing of a bill to foreclos; nists t 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, ithout sales, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver, and without regard to the then v. as of the premises or whether the same shall be then occupied as a homestead or not and the pendency of such foreclosure suit and, in case of a sale and a deficient, 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 tere, time of such receiver, would be only the rines, suits, and all other powers which may be necessary or are sustal in such cases for the precision, possession, control, management and operation of the premises during the whole of said prefixed. The Court from time to tume may authority the recise to apply the net income in his hands in payment in whole or in part of (1). The indebtedness secured hereby, or by any detree foreclosing this to. do are any tass, special assessment or other lien which may be or become superior to the lien hereof or of such detece, provided such application is made prive to feedures salestly the deficiency in case of a sale and defletency,

10. No action for the enforcement of the lien or of any provision hereof shall be only to any defense which would not be good and available to the party interpoints 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 3 all cases able times and access thereto shall be permitted for that purpose.

11. Trustee that no duty to examine the title, location, existence or condition of one premises, or inquire into the validaty of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identities of the capacity of the capacit

IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD

CHICAGO TITLE AND TRUST COMPANY, Assistant Trust Offices
Assistant Secretary
Assistant Vice Partident

MAIL TO: Milton H. Tuttle 678 Lee St. Des Plaines, Ill.

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

105 Sycamore.

胜5亿十多级 FLACE IN RECORDER'S OFFICE BOX NUMBER_