

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Richard K. Olson
RECORDED OF DEEDS

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TRUST DEED

CHARGE TO GRANT

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 30 1972 between

STEFANO LAERA and MADDALENA LAERA, 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

FOUR THOUSAND EIGHT HUNDRED AND NO/100..... Dollars

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

and delivered in and by which said Note the Mortgagors promise to pay the said principal sum and interest from JULY 15 1972 on the balance of principal remaining from time to time unpaid at the rate of seven (7%) per cent per annum in instalments (including principal and interest) as follows

Ninety Five and 05/1000 or more Dollars on the 1st day of August 1972 and Ninety Five and 05/100 or more Dollars on the 1st day of each month thereafter until said note is fully paid ~~except that the first payment of principal and interest shall be due on the day of~~

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 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 appointment then at the office of **Nick Kondiles** 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 hereof 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 estate right title and interest therein situate lying and being in the **City of Chicago** COUNTY OF **Cook** AND STATE OF **ILLINOIS**

Lot 18 in Block 14 in Mills and Sons North Avenue and Central Avenue Subdivision in the South West quarter of Section 33, Township 40 North, Range 13, 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, with 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 sun/ow 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 as if 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 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 and seal of Mortgagors the day and year first above written
Maddalena Laera [SEAL] SL
Stefano Laera [SEAL] ML

STATE OF ILLINOIS)
I, Bernard W. Witney
a Notary Public in and for and residing in said County in the State aforesaid DO HEREBY CERTIFY THAT
Stefano Laera and Maddalena Laera, his wife

who are personally known to me to be the same persons whose names 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.

Given under my hand and Notarial Seal this 30 day of June 1972

Notarial Seal *Bernard W. Witney* Notary Public

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

polices 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 heretofore required of Mortgagees 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 title or claim thereof or redeem from any tax sale or foreclosure 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 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 Mortgagees.

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 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.

6. Mortgagees 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 note and without notice to Mortgagees 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 Mortgagees herein contained.

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 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, outlays for documentary stamps and other taxes, and as to items to be expended after entry of the decree of sale and assurances with respect to bidders at any sale which may be made in pursuance of the nature in this paragraph, 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 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 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 and expenses incident to the foreclosure sale which under the terms hereof constitute principal and interest remaining unpaid shall be applied in the following order of priority: First on account of all costs and expenses of the proceeding hereof; second, all other items with interest thereon as herein provided; third, all 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 Mortgagees at the time of application for such receiver and without regard to the value of the premises or whether the same shall be shewn 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 deficiency during the full statutory period of redemption whether there be redemption or not, as well as during any further time when Mortgagees, 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 case 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 in foreclosure of this trust deed, or any tax, special assessment 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.

10. 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 asserting 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, or to inquire into the validity of the signatures or the identity, capacity or authority of the signatories on the note or trust deed. Trustee shall 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 any acts or 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 indemnification satisfactory to it before exercising any power herein given.

13. 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 and exhibit to Trustee the note representing 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 the note herein described any note which bears an identification number purporting to be placed thereon 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 the makers thereof and where the release is requested of the original trustee and it has been placed its identification number on the note described herein it may accept as the 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. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar 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.

15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagees and all persons acting under or through Mortgagees, and the word Mortgagees 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. The word note when used in this instrument shall be construed to mean notes when more than one note is used.

<p>IMPORTANT</p> <p>THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD</p>	<p>Identification No. 2062</p> <p>CHICAGO TITLE AND TRUST COMPANY</p> <p>Trustee</p> <p>By <i>[Signature]</i></p> <p>Assistant Trust Officer Assistant Secretary Assistant Vice President</p>
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MAIL TO

B. W. MITNEY
JACK HARRISON ST
CHICAGO ILL
60607

PLACE IN RECORDER'S OFFICE BOX NUMBER 533

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

21 976 328

END OF RECORDED DOCUMENT