

TRUST DEED

CHARGE TO CERT 533854

LOAN NUMBER 12763

21 216 860

Use with notes providing for precomputed interest.

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made JULY 10th, 19 70, between

GEORGE R. TORGUSEN AND SHIRLEY A. TORGUSEN, HIS WIFE,

her in 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 Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the sum of \$ 9600.00, together with delinquency charges as therein provided; evidenced by a certain Note, of or guaranteed by one or more of the Mortgagors, of even date herewith, made payable to THE ORDER of M.L.C. CORPORATION, INC. a Delaware corporation doing business in Illinois, hereafter sometimes referred to as "Payee", and delivered, in and by which said Note the Mortgagors promise to pay the said sum in installments as follows: one installment payment of \$ 160.00 on the 15th day of AUGUST 1970, and monthly payments of the same amount on the 15th day of each month thereafter until the entire sum is paid, except that the final installment payment of \$ 160.00, if not sooner paid, shall be due on the 15th day of JULY 1975. All installment payments are payable at such offices as the holders of said note may, from time to time, in writing appoint and in absence of such appointment, then at the office of the payee in said City.

NOW, THEREFORE the Mortgagors secure the payment of the said sum of money and said interest and all other amounts due under said note or judgment obtained thereon 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, and other valuable consideration, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the TRUSTEE, his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK, AND STATE OF ILLINOIS, to wit:

Lot 78, in Lakeview Towers Unit No. 2, being a Subdivision of the East 316 feet of the West 632 feet (at right angle measurement) of the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook county, Illinois.

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

TOGETHER with all improvements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereon, 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 appliances, equipment or articles now or hereafter therein or thereon used to supply heat, gas, hot water, electric power, 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, inlaid beds, awnings, stoves and ranges, and the like. 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, his 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.

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, seal and seal... of Mortgagors the day and year first above written

Shirley A. Torgusen (SEAL) George R. Torgusen (SEAL)

STATE OF ILLINOIS I, JAMES J MORAN Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT GEORGE R. TORGUSEN AND SHIRLEY A. TORGUSEN, HIS WIFE,

County of COOK personally known to me to be the same person... whose name is/are subscribed to the foregoing Instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument of their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of GIVEN, under my hand and Notarial Seal this 10th day of JULY, A.D. 19 70.



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

1. Mortgagor shall (1) promptly repair, renew or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) have said premises in good condition and repair, without water, and free from building violations, mechanics' 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 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 at any time in process of erection 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 law or municipal ordinance.

2. Mortgagor 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 which due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor 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 provided for payment by the insurance companies of monies 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 right 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 30 days prior to the respective dates of expiration.

4. In case of default hereunder Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore required of Mortgagor in any form of foreclosure, or in any manner or by any means, but need not, make full or partial payment 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 thereon, 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 monies advanced by Trustee or the holders of the note to protect the mortgage premises and the lien hereof, plus reasonable compensation to Trustee for each act herein authorized, which action 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 Mortgagor.

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, or lien, or into the validity of any claim thereon.

6. Mortgagor shall pay each term 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 Mortgagor, 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 on the note for three days in the performance of any other agreement of the Mortgagor 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, or to sell or on behalf of Trustee or holders of the note for monies' fees, Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, 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 or to protect such suit or to produce a sale which may be had pursuant to such conditions of the true condition of the title to or the value of the premises. All expenses 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 bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of such (a) any 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) any repairs 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 sale of the premises shall be distributed and applied in the following order of priority: First, an 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 indebtedness secured hereby, in the order in which they are so secured; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, 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 Mortgagor 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 a sale or not, as well as during any further times when Mortgagor, 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 (2) the costs of such foreclosure suit, or (3) 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 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 enter 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, extent 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 any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of its agents or employees or of its independent contractors.

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 a future may execute and deliver a release hereof to the holder of any person who shall, either before or after maturity thereof, 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 genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description hereof, and which is supported by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never secured a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note hereby described any note which may be presented as such 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. If the trustee is an individual trustee rather than a corporate trustee, then in case of the resignation, refusal, inability to act or death of the trustee, the trustee is hereby appointed to be first successor trustee. If the trustee is a corporate trustee and the corporate trustee resigns or is unable or refuses to act, or if the trustee is an individual trustee and the first successor individual trustee resigns or is unable or refuses to act, the person who shall then be the acting recorder of deeds, following the resignation, refusal, inability to act or death of the individual trustee, resigns or is unable or refuses to act, the person who shall then be the acting recorder of deeds, following the resignation, refusal, inability to act or death of the individual trustee, or if the recorder of deeds is unable or refuses to act, the person who shall then be the acting recorder of deeds, following the resignation, refusal, inability to act or death of the individual trustee, shall be the trustee. And where all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release as provided to the party entitled, on receiving his reasonable charges. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given to the Trustee. 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 Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" 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 person shall have executed the note of this Trust Deed. Whenever necessary in this trust deed and where the context admits, the plural term and the related pronoun shall include the singular.

16. Mortgagor shall not contest or repair, or authorize construction or repair of the premises without the prior written consent of the Trustee.

17. All obligations of the mortgagor herein are joint and several.

18. The right is hereby reserved by the trustee to make partial release or releases of the mortgaged premises hereunder with or without notice to, or the consent, approval or agreement of other parties to this trust deed, including junior liens, which partial release or releases shall not impair in any manner the validity of or priority of this Trust Deed on the mortgaged premises remaining, nor release the Mortgagor from personal liability for the indebtedness hereby secured.

19. This Trust Deed shall secure any and all renewals, or extensions of the whole or any part of the indebtedness hereby secured, however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any change in the terms or rate of interest shall not, in any manner, the validity of or priority of this Trust Deed, nor release the Mortgagor from personal liability for the indebtedness hereby secured.

COOK COUNTY, ILLINOIS FILED FOR RECORD

Jul 22 '70 1 32 PH

RECORDED FOR DEEDS

21216860

IMPORTANT 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 within Trust Deed has been identified herewith under Identification No. 333001 CHICAGO TITLE AND TRUST COMPANY, as Trustee. by E. J. [Signature] Assistant Secretary, Assistant Vice President, Trust Officer

DEED NAME M.L.C. CORPORATION, INC. STREET 3319 N. MARSHFIELD CITY CHICAGO, ILLINOIS 60657 INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER 508

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 2071 PLAINFIELD DR. CHICAGO, ILLINOIS

END OF RECORDED DOCUMENT