

# UNOFFICIAL COPY

Geo. E. Cole & Co. CHICAGO  
LEGAL BLANKS (REVISED JULY 1962)  
No. 206R

21 244 434

**TRUST DEED**  
(ILLINOIS)

For use with Not. Form 148  
(Monthly payments including interest)

AUG 21 PM 2 48

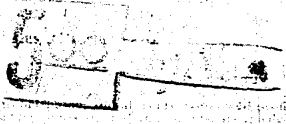
The Above Space For Recorder's Use Only

**THIS INDENTURE**, made this 8-10-1970 between **PARKVIEW INVESTMENT CORP.** herein referred to as "Mortgagors", and **Raymond Clifford, Trustee**, and **Daniel J. Campion, Successor Trustee** herein referred to as "Trustee", witnesseth. That, Whereas Mortgagors are justly indebted to the legal order of a principal promissory note, termed "Installment Note", of even date herewith, executed by Mortgagors and payable to Trustee and delivered to and by which note Mortgagors promise to pay the principal sum of Three Thousand One Hundred Seventy & 49/100 Dollars, and interest thereon on the balance of principal remaining from time to time unpaid at the rate of \_\_\_\_\_ per cent per annum, such principal sum and interest to be payable in installments as follows: Eighty Eight and 07/100 Dollars on the 5th day of October 1970 and Eighty Eight and 07/100 Dollars on the 5th day of each and every month thereafter until said notes fully paid, except that the total payment of principal and interest, if not sooner paid, shall be due on the 5th day of September 1973; all such payments on account of the indebtedness evidenced by said Note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder of each of said payments to principal; the portion of each of said payments not sufficient to pay principal to the extent of such amount, to bear interest after the date for payment thereof at the rate of seven per cent per annum, the all such payments being made payable at **Drexel National Bank** at \_\_\_\_\_, each of which is the legal holder of the note may, from time to time, in writing appoint, which done, further provides that the election of the legal holder thereof and with any notice, the principal sum remaining unpaid on the note shall be secured by a mortgage to be made and recorded in Cook County Illinois at the place of record of the note; the principal sum shall accrue in the event of default of a payment of principal or interest at any time; with the retention of a right of redemption and continuation for three days in the performance of any other agreement contained in said Note and in which event election may be made by any trustee or the expiration of said three days. This instrument and the parties thereto, severally and jointly, do hereby presentment and payment made of the same, protest and waive of costs.

That, WHEREAS the City of Chicago, Cook County Illinois, is the legal order of the note and the holder thereof and the principal sum thereof is secured by a mortgage to be made and recorded in Cook County Illinois at the place of record of the note; the principal sum shall accrue in the event of default of a payment of principal or interest at any time; with the retention of a right of redemption and continuation for three days in the performance of any other agreement contained in said Note and in which event election may be made by any trustee or the expiration of said three days. This instrument and the parties thereto, severally and jointly, do hereby presentment and payment made of the same, protest and waive of costs.

City of Chicago, Cook County Illinois

Lots 2 and 3 in Block 1 in Mc Keys Addition to Hyde Park, Section 3, Township 38 North, Range 14 East of the Third P.M.



*(Faint, mostly illegible text)*

**WITNESSETH** the hands and seals of the Mortgagors this day and year first above written.

**PARKVIEW INVESTMENT CORP.**, President Bruce Austin Treasurer Rod Austin Secretary Larry Austin

Raymond Clifford  
Daniel J. Campion

I, the undersigned, **DO HEREBY CERTIFY** that **Bruce Austin, Rod Austin, and Larry Austin** are duly qualified officers of the Parkview Investment Corp. and are duly authorized to execute this instrument and to receive the proceeds therefrom. My Commission expires Dec. 28, 1971.

1064  
August 1970

Given under my hand and seal of office this \_\_\_\_\_ day of August, 1970.

ADDRESS OF PROPERTY:  
4005-07 South Martin King Drive  
Chicago, Ill.

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED.

SEND SUBSEQUENT TAX BILLS TO: \_\_\_\_\_

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NAME: DREXEL NATIONAL BANK  
MAIL TO: ADDRESS 3401 South King Drive  
CITY AND STATE Chicago, Ill. 60616

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanical liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) upon 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; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 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 the original or 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.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and wind storm 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.
- In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act herein before required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal, interest or prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim hereof, 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 reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the fee 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 hereafter of Trustee or holders of the note shall never be considered as a waiver of any rights accruing to them on account of any fault by reason of the part of Mortgagors.
- The Trustee or the holders of the note hereby consent 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.
- Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in any principal or interest, in case default shall occur and continue for three days in the performance of any other agreement of the principal note contained.
- When the indebtedness here secured shall become due, whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois to the satisfaction of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as costs and charges, in addition to all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note, such as, but not limited to, Trustee's fees, appraisers' 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 foreclosure, all such abstracts of title, title searches and examinations, insurance policies, tax liens 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 defend against holders at any sale which may be had pursuant to such decree, the true condition or title to the premises, 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 bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, in respect of this Trust Deed or any indebtedness hereby secured, or (b) any proceedings or the commencement of any suit for the foreclosure of, or the payment or interest of, such debt to force loss, whether or not actually commenced, or (c) proceedings for the determination of any title and any proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 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 moneys which under the terms of the note secured by this Trust Deed are due and payable in full by the note hereby secured, with interest thereon as herein provided; third, all unpaid interest remaining unpaid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 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 deemed as to be sold or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issue and profit of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period for redemption, whether by the redemption or not, as well as during any further times when Mortgagors, 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 moneys in his hands or payment in whole or in part of: (1) The indebtedness secured hereby, as by any decree foreclosing 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 a deficiency.
- No action for the enforcement of the lien of this Trust Deed 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.
- 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.
- 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 exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for omissions or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.
- Trustee shall release this Trust Deed and the lien hereof 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 thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. When 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 herein contained of the principal 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 he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.
- 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 of Deeds of the county in which the premises are situated shall be Successor in Trust and in the event of its resignation, inability or refusal to act, the then Recorder 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 Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- 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 at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

21 244 484

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. \_\_\_\_\_ Trustee \_\_\_\_\_

END OF RECORDED DOCUMENT