

# UNOFFICIAL COPY

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## TRUST DEED



SEP-10 1975 71 260 740 SEP 10 1975

1.498 44

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 9, 1975, between

JOHN GRAHAM and EVELYN GRAHAM, 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 first installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

SIX THOUSAND NINE HUNDRED FIFTEEN and 60/100 Dollars,  
evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~REXXER~~  
ASHLAND STATE BANK  
and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in installments as follows:

ON ONE HUNDRED FIFTEEN and 20/100 (\$115,000) Dollars  
on the 5th day of October, 1970, and ONE HUNDRED FIFTEEN and 20/100 Dollars  
(\$115,000) on the 5th day of each month thereafter, ~~and including~~ with a final payment of the balance due on the 5th day of September, 1975.

each of said installments 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 appointment, then at the office of ASHLAND STATE BANK in said City.

NOW, THEREFORE, the Mortgagors do hereby pay to the said principal sum of money and said interest in accordance with the terms provisions and conditions 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, 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 state, rights, title and interest therein, situate, being and being in the City of Harvey, Cook County, Illinois:

The West 60.5 feet of the South 75 feet of Lot 7, in Block 17, in South Lawn, a Subdivision in Section 17 and the South 1/2 of Section 14, Township 21 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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which, with the property hereinafter described, is referred to herein as the "premises,"  
TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto, including and including all rights, title and interest therein, and during all such times as Mortgagors may be entitled thereto, which are pledged primarily and on a parity with all other mortgages and secondaries, and all apparatus, equipment or articles now or hereafter thereon 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, systems, conduits, shade, storm doors and windows, floor coverings, molder, beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of the 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 covenants and provisions set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said covenants 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 seals... of Mortgagors the day and year first above written.

*John Graham* [SEAL] *Evelyn Graham* [SEAL]

STATE OF ILLINOIS, I, WILLIAM J. ASSELBORN, JR., a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOHN GRAHAM and EVELYN GRAHAM, his wife



who, etc 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 9 day of September, 1975  
*William J. Asselborn, Jr.*  
Notary Public.

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Page

## 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 or 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 fire from need at a cost other than a claim for fire not expressly subordinated to the lien hereof; (3) pay when due any and all taxes which may be assessed by a lien or charge in the premises hereof to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such payments to the Trustee or its holders of the note; (4) cooperate within a reasonable time any building or buildings now or at any time in process of erection upon and premises, if comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay hereon any penalties, rates and charges for gas, water, sewer, electric, telephone, water charges, sewer service charges, and other charges against the premises, when due, and shall upon request exhibit satisfactory evidence of the discharge of such payments to the Trustee or its holders of the note. To prevent default hereunder Mortgagors shall pay in full under protest or otherwise promptly by state or local 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 payable by the mortgagors or their successors or assigns, and shall pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, with all penalties and charges thereon, under insurance policies payable in case of loss or damage, to Trustee for the benefit of the holders of the note, and to the holders of the note, under insurance policies payable in case of loss or damage, 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 thirty days prior to the respective dates of expiration.

4. In case of default hereon, Trustee or the holders of the note may, but need not, make any payment of principal or interest due herebefore required to Mortgagors in any form and manner deemed expedient and may, but need not, make any payment of principal or interest in prior encumbrances, if any, and purchase, discharge, exempt from, or otherwise pay for, any lien or claim, or other claim or demand from any tax sale or foreclosure affecting said premises or any tax or assessment. All moneys paid for any of the purposes herein authorized and any proceeds paid or received in connection therewith, including attorneys' fees and any other moneys advanced by Trustee or the holders of the note in payment of any mortgage or mortgages and the lien hereof, plus reasonable compensation to Trustee for each mortgage, shall be a first lien in priority upon the premises and the mortgaged premises and the 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 construed as a waiver of any right accruing to them as holders 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 any 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 or lien thereon.

6. Mortgagors shall pay each debt of indebtedness herein secured, both principal and interest, when due, according to the terms hereof. At the option of the holders of the note and with notice to Mortgagors and unpaid indebtedness secured by this Trust Deed shall nevertheless anything in the note or in this Trust Deed to the contrary, become due and payable immediately in the case of default in making payment of any installment of principal or interest on the note or in the event of a default in any other manner provided for in the performance of any other agreement of the Mortgagors 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. It is authorized to foreclose the lien hereof, there shall be allowed and included an 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 attorney's fees, Trustee's fees, appraisers' fees, outlays for documents, advertising, postage, and other charges, and for costs of court which may be estimated as items to be expended after entry of the decree. In pursuing all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to the premises, the holders of the note may deem it to be reasonable necessary either to prosecute such suit or to evidence to holders at any sale which may be had in payment of such debt the true condition of the title to the value of the premises. All expenditures and expenses of the nature of this paragraph shall be in addition to any other indebtedness secured by and payable with interest 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 any proceeding, including private and bankrupt proceedings, in which a party either as plaintiff or defendant, by reason of this trust deed or any indebtedness hereby secured or by participation for the commencement of any suit for the foreclosure hereof, after accrual of such right to foreclose, whether or not actually commenced, or a proceeding for the enforcement of any debt or 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 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 items which under the terms hereof constitute secured indebtedness, additional to that indicated by the decree, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, both principal and interest to Mortgagors, 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 the recording of this trust deed, and without regard to the time when the premises were applied for such receiver and without regard to the time when the premises were applied for such receiver, 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 redemption or not, as well as during any further term of sale. Mortgagors, except for the maintenance of such receiver, shall be entitled to collect such rents, issues and profits, and all other powers which may be necessary or convenient 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 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; 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 brought by any person which would not be good and available to the party intervening 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, 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 the agents or employees of Trustee, and it may require indemnity 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 the request 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 note herein described any note which bears an identification number purporting to be placed thereon by a proper instrument with sufficient substance with the description herein contained of the note and which purports to be executed by the persons herein designated, the dates thereof, and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it has a lien on 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 such 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. Any Successor in Trust hereunder shall have the identical title, powers and authority as to the 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 Mortgagors and all persons claiming through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the said principal or any part thereof, whether or not such persons shall have executed the note of this Trust Deed. The word "note" when used in the instrument shall be construed to mean "notes" when more than one note is used.

### 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  
By *Margaret C. Corbett*  
Assistant Secretary

MAIL TO

Ashland State Bank  
9443 South Ashland Avenue  
Chicago, Illinois 60620

PLACE IN RECORDER'S OFFICE BOX NUMBER 364

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

14845 South Lexington  
Harvey, Illinois 60426

END OF RECORDED DOCUMENT

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