

UNOFFICIAL COPY

TRUST DEED COOK COUNTY, ILLINOIS
FILED FOR RECORD

21 299 865

RECORDERS DEEDS

OCT 26 '78 1 07. PH

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THE ABOVE SPACE FOR RECORDERS USE ONLY

OCT 26 59-84-579D

THIS INDENTURE, made October 24, 19 70, between

JAMES H. BENNETT AND PHYLLIS A. BENNETT, His Wife;

herein referred to as "Mortgagors," and

MARQUETTE NATIONAL BANK,

a national Banking Association 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 FIVE HUNDRED AND NO/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 7 3/4 per cent per annum in instalments as follows: One Hundred Seventy Six and 50/100 (\$176.50) or more--

Dollars on the first day of January 19 71 and One Hundred Seventy Six and 50/100 (\$176.50) or more--

Dollars on the first day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the first day of December 19 90. 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 7 3/4 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 MARQUETTE NATIONAL BANK 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 herein 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 and to wit:

Hickory Hills

COUNTY OF

Cook

AND STATE OF ILLINOIS.

500

Lot 117 in Realcoa's Hickory Hills being a Subdivision of that part of the South 1754.59 feet of the West 1/2 of the South East 1/4 of Section 34, Township 38 North, Range 12, East of the Third Principal Meridian which lies 40 feet Easterly of and parallel with the center line of Kean Avenue (except therefrom the South 50.0 feet thereof) in Cook County, Illinois.

which, with the property hereinafter described, is referred to herein as the premises. TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and 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, window 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 premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its 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 Law 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.

[SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF ILLINOIS.

Elaine Andreski

Notary Public in and for and residing in said County, in the State aforesaid. DO HEREBY CERTIFY THAT James H. Bennett & Phyllis A. Bennett, 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, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 24th day of October, A. D. 19 70

Notary Public

21 299 865

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 OF 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 destroyed; (2) keep said premises in good condition and repair, without waste and the maintenance of other items of like kind and value; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior in the lien hereof; and upon receipt exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holder of the note; (4) commence 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. 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 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.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorms under policies providing for payment by the insurance companies of moneys sufficient 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 mortgagee mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Trustee for each policy and each of insurance about to expire shall deliver renewal policies not less than ten 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 or demand payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, 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 forfeiture affecting said premises or contest any tax or assessment. All moneys paid by any of the purposes herein authorized and all expenses (and/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 such services, shall be paid by the Mortgagors, and if the same 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 accorded to them on account 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 without filing to any bill, statement or estimate received from the appropriate public officer, 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 thereon.
- 6. Mortgagors 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 Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary 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 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. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree all expenses and disbursements, 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 preliminary and expert evidence, depositions, charges, publication costs and costs, which may be estimated as in terms to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies, Taxers certificates, and similar data and assistance with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or 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 any proceedings including probate and bankruptcy proceedings in which either of them shall be a party, either as plaintiff claimant or defendant. By reason of this right to foreclose whether or not actually commenced, or the preparations for the commencement of any suit for the foreclosure of the debt, all parties and interested persons in this paragraph mentioned shall be deemed to have been notified of such proceedings, and no proceedings commencing which might affect the premises or the security hereof, or the proceeds therefrom, shall be deemed to have been notified of such proceedings.
- 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 incurred in the proceedings for the foreclosure of the debt; second, to the mortgagee or holder of the note; third, to the holders of the note in items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; fourth, all principal and interest remaining unpaid on the note; fourth, any surplus 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 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 occupied as a dwelling 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 all other moneys 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 of his hands in payment in whole or in part of the indebtedness secured hereby, but no 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.
- 10. No action for the enforcement of the terms 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 inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given, and shall not 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 indemnities satisfactory to it before exercising any power herein given.
- 13. Trustee shall release this trust deed and the proceeds of 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 represent to Trustee that he has paid the note, or 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 definite identification purporting to be executed 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 he has never executed a certificate of any instrument identifying same as the note described herein, it may accept as the genuine 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 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.
- 15. 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 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.
- 16. The Holder of the Note may collect a "late charge" not to exceed two cents (\$2) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

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

DEED NAME _____
 STREET _____
 CITY _____
 STATE _____

OR

RECORDERS'S OFFICE BOX NUMBER 600

The instrument Note mentioned in the within Trust Deed has been identified herewith under identification No. R.E.L. No. 114
 MARQUETTE NATIONAL BANK, as Trustee,
 by _____

FOR RECORDERS INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE PROPERTY HERE
 8625 Blue Ridge Avenue
 Hickory Hills, Illinois

END OF RECORDED DOCUMENT

4-29-86
 868