

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORDS

Charles R. Allen
RECORDER OF DEEDS

Nov 16 '70 2 09 PM

21318680

TRUST DEED 21 318 680

537291

CITC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made November 10, 1970, between
ROBERT J. CUNNINGHAM AND SALLY D. CUNNINGHAM, 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
---THIRTY SEVEN THOUSAND FIVE HUNDRED AND NO/100- (\$37,500.00)--- 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 date of disbursement on the balance of principal remaining from time to time unpaid at the rate
of as provided in Instalment per cent per annum in instalments (including principal and interest) as follows:

TWO HUNDRED NINETY THREE & 28/100 (\$293.28) Dollars or more 15th
of December 1970 and TWO HUNDRED NINETY THREE & 28/100 Dollars on
the 15th day of each MONTH (\$233.28) 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 15th day of November 19 94

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 AMERICAN NATIONAL BANK AND TRUST
in said City. COMPANY OF CHICAGO

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 conditions 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 the
COUNTY OF Cook AND STATE OF ILLINOIS,
to wit: Village of Kenilworth

Lot one (1) in Walter's Subdivision of Lots twenty two (22), twenty three (23),
and twenty four (24) in MacLeans Indian Hill Subdivision of that part of the
North half of the South half of the North half of the North West quarter of
Section twenty eight (28), Township forty two (42) North, Range thirteen (13),
East of the Third Principal Meridian, lying East of Churn Road (sometimes
known as Ridge Road or Ridge Avenue) as recorded January 17, 1924 as Document
8254891, except the Easterly fifteen (15) feet of said lots twenty two (22),
twenty three (23), and twenty four (24), also except that part of said lot
twenty two (22), Described as follows: Beginning at the North West corner of
said Lot twenty two (22), running thence South Easterly along the westerly line
of said Lot twenty two (22) to the South West corner thereof; thence East
along the South line of said Lot twenty two (22), forty five (45) feet; thence
North Westerly along a curved line convex South Westerly having a radius of
one hundred ten (110) feet to the place of beginning in Cook County, Illinois,

NOV 16 59-88-306 M

700

21 318 680

Office

UNOFFICIAL COPY

Property of Cook County

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 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 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 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 .S..... and seal of Mortgagors the day and year above written.

[SEAL] Robert J. Cunningham [SEAL]
[SEAL] Sally D. Cunningham [SEAL]

STATE OF ILLINOIS, }
SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert J. Cunningham and Sally D. Cunningham, his wife

who are personally known to me to be the same person S 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 10 day of November, 1920.

Robert E. Deigman Notary Public



21 118 680

UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF TRUST DEED dated
November 10, 1970, between ROBERT J. CUNNINGHAM AND SALLY D.
CUNNINGHAM, his wife, Mortgagors, and Chicago Title and Trust Company,
an Illinois corporation, Trustee

The mortgagor agrees that in order to more fully protect
the security of this mortgage, mortgagor shall deposit with the
holder of the Note on the 15th day of each month, beginning
on the 15th day of ~~December~~ May, 1970, one-twelfth
(1/12) of the amount (as estimated by the holder of this mortgage)
which will be sufficient to pay taxes, special assessments and
other charges on the real estate that will become due and payable
during the ensuing year.

The holder of the Note shall hold such monthly deposits
in trust without any allowances of interest, and shall use such
funds for the payment of such items when the same are due and
payable.

If at any time the fund so held by the holder of the Note
is insufficient to pay any such item when the same shall become due
and payable, the holder of the Note shall advise the mortgagor of
the deficiency, and mortgagor shall, within ten (10) days after
receipt of such notice, deposit with the holder of the Note such
additional funds as may be necessary to pay such items.

Failure to meet an deposit when due shall be a breach
of this mortgage.

If at any time there shall be a default in any of the
provisions of this mortgage, the holder of the Note may, at its
option, apply any money in the fund or any of the mortgage
obligations and in such order and manner as it may elect.

Robert J. Cunningham
Robert J. Cunningham
Sally D. Cunningham
Sally D. Cunningham

21 318 680

County Clerk's Office

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

1. Mortgages 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 free from incumbrances 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 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; and (7) Mortgages 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 Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may incur on the premises.

2. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by lightning and fire, and shall pay the cost of such insurance, and extended coverage and underinsured 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 compliance with the requirements of 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.

3. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter required of Mortgages 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 other prior lien or claim thereof, 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 attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, shall be 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, fractional parts of a cent to be counted against Mortgages. Trustee or holders of the note shall never be considered as a waiver of any right securing to them on account of any default hereunder on the part of Mortgages.

4. 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 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 claim thereof.

5. Mortgages shall pay, in full, all taxes, assessments, charges, publication costs and costs (which may be estimated as to items to be expended and assumed 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 the satisfaction of the court, 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 (a) any proceeding, including probate and bankruptcy proceedings, to which either party herein shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any other or not actually commenced, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose hereof, whether or not actually commenced, or (c) preparations for the commencement of any threatened suit or proceeding which might affect the premises or the security hereof.

6. 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 a such item as are recited in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness and interest thereon as evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overpayment by Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

7. 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, with or without regard to the solvency or insolvency of Mortgages 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 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, and all other powers which may be necessary or are usual in such cases for the protection of such receiver, would be entitled to collect such rents, issues and profits, as well as during any further times when Mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, during the whole of said period. The Court from time to time may authorize the receiver to possess, 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 superior to the lien hereof or of such decree, foreclosing this trust deed, or any special assessment or other lien which may be or become due hereon.

8. No action for the enforcement of the lien or of any provision hereof shall be subject to any lien or other claim which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

9. 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.

10. 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 do so, 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 indemnities satisfactory to it before exercising any power herein given.

11. 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 thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation 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 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.

12. 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 entitled to reasonable compensation for all acts performed hereunder.

13. Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder, and whether or not such persons shall have executed the note of this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. TAX DEPOSIT RIDER ATTACHED.

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.

Identification No. 537281 CHICAGO TITLE AND TRUST COMPANY, Trustee. By: Vernon J. Garcia, Assistant Trust Officer, Assistant Vice President

MAIL TO:

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

757 Maclean Kenilworth, Illinois

PLACE IN RECORDER'S OFFICE BOX NUMBER 221

21 318 580

END OF RECORDED DOCUMENT