

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

William H. Olson
RECORDER OF DEEDS

JAN 18 '71 2 15 PM

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TRUST DEED

21 373 772

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 15 1971, between
PATSY BARCA and LOTTIE R. BARCA, 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
Seventy-Five Thousand (\$75,000.00) Dollars,
embodied 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 February 1, 1971 on the balance of principal remaining from time to time unpaid at the rate
of Seven and one half (7-1/2) per cent per annum in instalments (including principal and interest) as follows:

Seven Hundred (\$700.00) or more Dollars on the 15th day
of March, 1971, and Seven Hundred (\$700.00) or more Dollars on
the 15th 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 15th day of February, 1976
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 GEORGE DEMICHELE, 7733 West Belmont
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 the
Village of Harwood Heights, County of Cook AND STATE OF ILLINOIS,

Lots 21 and 22 in Block 1 in Oliver Selinger and Company's Second
Lawrence Avenue Manor, being a Subdivision of Lot 7 in C. R. Ball's
Subdivision of the North half of the North West quarter of Section 18,
Township 40 North, Range 13 East of the Third Principal Meridian and
the North 25.4 acres of the North East quarter of the North East
quarter of Section 13, Township 40 North, Range 12 East of the Third
Principal Meridian.

(This is a purchase money mortgage)

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, power, refrigeration
(whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and
windows, floor coverings, radiator 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 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 to
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 seals..... of Mortgagors the day and year first above written.

..... | SEAL | *Patsy Barca* | SEAL |
..... | SEAL | *Lottie R. Barca* | SEAL |

STATE OF ILLINOIS, }
} SS. *Kathleen Calogian*
County of Cook } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
PATSY BARCA and LOTTIE R. BARCA, his wife,

who are personally known to me to be the same persons who subscribed to the foregoing
instrument, appeared before me this day in person and signed, sealed and
delivered the said Instrument as their and purposes therein set forth.

Given under my hand and Notarial Seal this *January*, 1971

Notarial Seal

JAN 18 60-90-647D

517613

21 373 772

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 free from incumbrances or other liens or claims for lien hereof, and subordinate 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 building now or at any time in process of erection upon said premises except as required by law or municipal ordinances, 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

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 windstorm 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.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any 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 payments 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 thereof, or redeem 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, plus reasonable attorney's fees and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent 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 accruing 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 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 other claim mentioned, both principal and interest, when due according to the terms hereof. At the option of 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 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 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 for sale all expenses and expenses 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, and expenses 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 procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar documents and assurance 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 holders at any sale which may be had pursuant to such decree 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. 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 Mortgagors.

16. To insure the payment of taxes, the mortgagors shall deposit with holders hereof, on each installment date a sum equal to 1/12th of the annual maturing taxes.

IMPORTANT
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE FILED BY CHICAGO TITLE AND TRUST COMPANY BEFORE THE TRUST DEED IS FILED FOR RECORD

CHICAGO TITLE AND TRUST COMPANY
Margaret C. Corral
A MORTGAGE OFFICER

MAIL TO:
 PLACE IN RECORDER'S OFFICE BOX NUMBER **BOX 848**

FOR FURNISHING INDEX CARDS FOR THIS COPY OF RECORDS OF ABOVE RECORDED PROPERTY TO:
4720-30 N. HARLEM
11600 W. HIGHTS, ILL.

21 373 712