

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Richard R. Olsen
RECORDER OF DEEDS

JAN 25 '71 1 17 PM

21379891



TRUST DEED

21.379 891

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made January 19

1971, between Hancock, George M. and
Hancock, Margaret Lou

herein referred to as "Mortgagors," and
CHICAGO TITLE AND TRUST COMPANY

For consideration doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:
THAT WHEREAS the Mortgagors are justly indebted to the legal holder or holder of the Installment Note hereinafter described,
and whereas the Mortgagors or holders being herein referred to as Holders of the Note, in the sum of
Seven thousand six hundred ninety five dollars 00/100 Dollars,
have executed and certain Installment Note of the Mortgagors of even date herewith, made payable to ~~XXXXXXXXXXXX~~
Homemakers Finance Service Inc.

and do hereby in and by which said Note the Mortgagors promise to pay the said principal sum ~~XXXXXXXXXX~~
~~XX~~
~~XX~~
~~XX~~
in installments (including principal and interest) as follows:

One hundred twenty eight and 25/100 Dollars on the **25th** day
of **February** 19 **71**, and **One hundred twenty eight 00/100** Dollars on
the **25th** 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 **25th** day of **January** 19 **76**
All payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal
and the remainder to principal, provided that the principal of each installment 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 as **Mt. Prospect** 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 **Homemakers Finance Service Inc.**
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
County of **Cook** AND STATE OF ILLINOIS.

to wit:

**Lot 5304 Weathersfield Unit #5, being a Subdivision in Section
28 and 29, Township 41 North, Range 10 East of the Third Princip
al Meridian.**

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, heat, power, refrigeration
(whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors, and
windows, floor coverings, in-door 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 the
Mortgagors do hereby expressly release and waive.



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

respect to the premises and the use hereof; (c) make no material alterations to the premises except as required by law or municipal ordinance; (d) pay all taxes, assessments, special assessments, and other charges, including property taxes, sewer 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; and (e) 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.

13. The Borrowers 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 the 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 Mortgagees 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 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 the performance of the foregoing duties of Trustee or the holders of the note, and all moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and to pay or discharge any taxes or other charges or matters concerning which action hereunder might be taken, shall be, to the extent of such advances, and in addition, if the principal of the note shall have been paid, a first lien hereon, plus reasonable compensation to Trustee for his services, shall be a lien in priority to the lien of the note. In the event of default by the mortgagor, the principal of the note shall be 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 Mortgagees.

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 sale or claim therefor.

6. The Trustee or the holders of the note hereby secured shall pay principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgages, 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 Mortgages 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 expenditures 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, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended) and all other costs and expenses which may be incurred in the prosecution of such suit or suits. The cost of such suit or suits shall be paid by the mortgagor and assured parties 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 holders at any time 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 herein mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest at the rate of _____ per annum, until paid, and shall be payable by the mortgagor and assured parties in and through the Trustee or the Trustee's Probate and Bar Examiners' proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose as herein provided; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereby, whether or not such suit or proceeding is 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 herein; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

[illegible]

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 deed, or shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, 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 lien thereof by proper assignment 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 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 a note which bears an identification number purporting to be placed thereby 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 person herein designated as the makers 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 may accept as the note herein described a note which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds in which this instrument shall have been recorded, or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be sufficient. In case of the resignation, inability or death of a Trustee, the 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. The word "note" when used in this 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.

Identification No. 52202

CHICAGO TITLE AND TRUST COMPANY

By

Margaret C. Cobden
Assistant Trust Officer
Assistant Secretary
Assistant Vice President

MAIL TO:

HOMEMAKERS FINANCE SERVICE INC.
P. O. BOX 147
MT PROSPECT, ILLINOIS 60056

PLACE IN RECORDER'S OFFICE BOX NUMBER

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

Box
533

END OF RECORDED DOCUMENT