

UNOFFICIAL COPY

3-13



TRUST DEED

22 469 541

62-50-536 M

CTTC 7 THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 24, 1973, between

THOMAS D. LEDDY AND JOYCE C. LEDDY, 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

SIXTY THOUSAND AND NO/100 (\$60,000.00) 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 said Instalment Note per cent per annum in instalments (including principal and interest) as follows:

FOUR HUNDRED FIFTY THREE AND 20/100 (\$453.20) Dollars on the 1st day of October 1973 and FOUR HUNDRED FIFTY THREE AND 20/100 Dollars 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 1st day of September 1978 on the 1st 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 1st day of September 1978. 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 eight per cent and all of said principal and interest being made payable at such banking house or trust company in cent 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 COMPANY OF CHICAGO 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 to the Trustee, do hereby acknowledge, 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 Barrington

Lot 13, in Barrington Highlands, First Addition, being a Subdivision of part of the South East Quarter (S.E. 1/4) of Section Two (2), Township Forty Two (42) North, Range Nine (9) East of the Third Principal Meridian, 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 par 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, electric 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 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 and seal of Mortgagors the day and year first above written.

_____| SEAL | Thomas D. Leddy | SEAL |
THOMAS D. LEDDY
_____| SEAL | Joyce C. Leddy | SEAL |
JOYCE C. LEDDY

STATE OF ILLINOIS, I, Judith Lynn Aldrich, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Thomas D. Leddy and Joyce C. Leddy

are personally known to me to be the same person, whose name is 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 4th day of SEPTEMBER, 1973.
Judith Lynn Aldrich Notary Public

22 469 541

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

1. Mortgagors shall promptly repair, restore or rebuild any building or improvement 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 not expressly subordinated to the lien hereof...

3. Mortgagors shall pay before any maturity of the note all general taxes and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises which do and shall upon written request furnish to Trustee or to holders of the note duplicate receipts therefor...

4. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against fire, extended coverage windstorm under policies providing for payment by the insurance companies of amounts sufficient either to pay the cost of replacing or repairing the same...

5. In case of default hereon, Trustee or the holders of the note may but need not make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, improve, or settle any tax lien or other prior lien or title or claim thereon...

6. 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...

7. 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...

8. 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 attorney's fees...

9. 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...

10. 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...

11. The indebtedness secured hereby, or by any debt 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 debt, provided such application is made prior to foreclosure sale...

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...

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...

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 or Registrar of the county in which the premises are situated shall be Successor in Trust...

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 payment of the indebtedness or any part thereof...

16. TAX DEPOSIT RIDER ATTACHED.

COOK COUNTY NO. FILED FOR RECORD SEP 7 '73 9 53 AM

RECORDED FOR USE OF #22469541

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, Trustee, Asst. Trust Officer / Asst. Sec'y / Adm. / Liaison Dept.

MAIL TO: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO-ATTENTION: ROGER NEVILLE-REAL ESTATE 33 North La Salle Street Chicago, Illinois 60690

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

861 Country Drive Barrington, Illinois

PLACE IN RECORDER'S OFFICE BOX NUMBER 221

UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF TRUST DEED dated
August 24, 19 73, between THOMAS D. LEDDY AND JOYCE C. LEDDY,
his wife, Mortgagors and CHICAGO TITLE AND TRUST COMPANY, an Illinois
corporation, Trustee


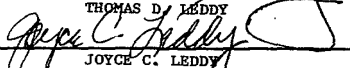
The mortgagor agrees that in order to more fully protect the
security of this mortgage, mortgagor shall deposit with the holder of the
Note on the 1st day of each month, beginning on the 1st day of
October, 19 73, one-twelfth (1/12) of the amount (as
estimated by the holder of this mortgage) which will 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 any 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 on any of the mortgage obligations and in such order and manner as it
may elect.


THOMAS D. LEDDY

JOYCE C. LEDDY

22 489 541

END OF RECORDED DOCUMENT