

UNOFFICIAL COPY

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RECORDED OF DEEDS
COOK COUNTY ILL 1973
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TRUST DEED

CTTC 7 THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made November 28, 1972 between

JAMES M. MILLER AND PATRICIA MILLER, 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,

and legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

ONE THOUSAND SIX HUNDRED, EIGHTY AND NO/100 * * * * * 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 November 28, 1972 on the balance of principal remaining from time to time unpaid at the rate

of six per cent per annum in instalments (including principal and interest) as follows:

SEVENTY FIVE AND 35/100 * * * * * Dollars on the sixth day

of January 1973 and SEVENTY FIVE AND 35/100 * * * * * Dollars each on

the sixth day of each month thereafter until said note is fully paid except that the final

payment of principal and interest, not sooner paid, shall be due on the sixth day of December 1974

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

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 of which 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 DesPlaines, Cook

The south half of Lot 6 in Schreiber's Addition to Riverview, being a subdivision of the East 2 1/2 Acres of the North half of the East half of the Southeast quarter of the Northeast quarter of Section 29, Township 41 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

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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 crops, 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 thereon 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 premises 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.

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

..... | SEAL | X James M. Miller | SEAL |

..... | SEAL | X Patricia M. Miller | SEAL |

STATE OF ILLINOIS, I, Wilma Ranger

} SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

County of Kane James M. Miller and Patricia Miller, his wife

who are personally known to me to be the same person, S..... whose name S..... subscribed to the foregoing

instrument, appeared before me this day in person and acknowledged that they signed, sealed and

executed 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 28th day of November, 1972.

Wilma Ranger Notary Public

Form 807, 6-69 Title Guaranty Co. Instal.-Incl. Int. Page 1

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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, improvements, fixtures, etc., which are destroyed or damaged on the premises which may be destroyed, kept and premises in good condition and repair without waste and loss, and the cost of such repairs or rebuilding shall be borne by the mortgagors...

2. Mortgagors shall pay before any public authority or other tax authority, and shall pay special taxes, special assessments, water charges, sewer 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...

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 company of moneys sufficient either to pay the cost of replacing or repairing the same or to pay full value of such buildings, secured hereby by all the mortgagees...

4. In case of default by the mortgagors in the performance of any of the covenants herein, the Trustee or the holders of the note may, but need not make any payment or perform any act heretofore required of mortgagors...

5. The Trustee or the holders of the note, hereby authorized making any payment hereby authorized relating to taxes or assessments, may do so according to the best of their estimate prepared from the appropriate public office without inquiry into the accuracy of such bill statement or estimate...

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. All the option of the mortgagors to pay the same in advance shall be void and of no effect...

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 mortgage in any suit to be brought therefor, and in such suit, there shall be allowed and included as additional indebtedness in the decree for sale all taxes, charges and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note...

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 hereof...

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, whether regard to the solvency or insolvency of Mortgagors at the time of application for such receiver...

10. No action for the enforcement of the lien or 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 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 record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof...

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, 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...

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 from Mortgagors, and 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.

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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

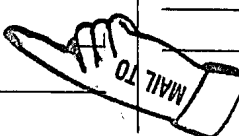
Identification No.

CHICAGO TITLE AND TRUST COMPANY, Trustee

Signature of Assistant Secretary

- MAIL TO: LEVANDER and Mac DONALD Law Offices 770 Lee Street Des Plaines, Illinois 60016
- PLACE IN RECORDER'S OFFICE BOX NUMBER

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



RECORDED DOCUMENT