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TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 6, 1973, between DAVID L. BERRY AND NAOMI J. BERRY, 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 TWENTY THOUSAND EIGHT HUNDRED 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 date hereof on the balance of principal remaining from time to time unpaid at the rate of seven and 80/100 (7.80) per cent per annum in instalments (including principal and interest) as follows:

One hundred fifty-seven and 80/100 Dollars on the 10th day of December 1973, and One hundred fifty-seven and 80/100 (157.80) Dollars on the 10th day of each and every 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 10th day of November 1998.

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 annum, and all of said principal and interest being made payable at such banking house or trust company in Brookfield 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 First National Bank of Brookfield, 9136 Washington Avenue, Brookfield, Illinois

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,

lots 21 and 22 in Block 74 in S. E. Cross Third Addition to Crossdale, being a Subdivision of part of Section 3, Township 38 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 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, inside 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.

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 David L. Berry Naomi J. Berry

STATED IN ILLINOIS, I, Ted J. Yandick, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT David L. Berry and Naomi J. Berry, his wife



who are personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they 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 6th day of OCT, 1973

Ted J. Yandick Notary Public

22 511 417

UNOFFICIAL COPY

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 destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not lawfully subcontracted in 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) comply within a reasonable time any 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 ordinances.
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 owe to the extent of such tax or assessment.
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 additions 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 lien hereon other than prior lien or title or claim thereon, 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, plus reasonable compensation 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. 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 title or claim thereon.
6. 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 Trustee or the holders of the note, any unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary in this Trust Deed, become due and payable to the Trustee or the holders of the note, in making payment of any installment of principal 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, including attorneys' fees, which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fee, appraisers' fees, outlay for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after the date of the decree) for the discharge of all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and expenses 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 court at any sale 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 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 a sale and bankruptcy 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 thereof after the actual commencement of such suit; (c) any proceeding, including a sale and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, which might affect the premises or the security hereof, whether or not 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 hereof; 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 surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
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 to the solvent or insolvent of Mortgagors 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 by the mortgagor or not, and the Trustee hereunder may be appointed as such receiver, such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such proceedings and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time which may be granted by the court, and the receiver shall be entitled to collect such rents, issues and profits, and all other moneys which may be received or are usual in such cases for the protection, possession, 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 of (1) the indebtedness secured hereby, or by any decree involving this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or (2) the deficiency, provided such application is made prior to foreclosure sale; (3) the deficiency in case of a sale and deficiency.
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 in whose behalf the action is brought.
11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and assess therein shall be permitted for that purpose.
12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed 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 exercising any power herein given.
13. Trustee shall release this trust deed and the lien thereof by proper instrument, or 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, during the pendency of any such proceedings, or in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time which may be granted by the court, or by the Trustee, after the receiver has been appointed, represent the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee, hereunder, or which conforms to substance of the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof; and where the release of the lien hereof is desired by the original trustee and it has never executed any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms to substance with the description herein contained of the note and which purports to be executed by the person herein designated as maker thereof.
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded at the time of the resignation, liability or refusal to act of Trustee the lien hereof shall be deemed to be assigned to the person named as successor in Trust. Any successor in Trust hereunder shall have the identical title, powers or authority as such person in which the premises are situated shall be successor in Trust. Any successor in Trust hereunder shall be entitled to reasonable compensation for all acts performed hereunder, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder, as herein provided.
15. This Trust Deed and all provisions hereof shall remain in and binding upon Mortgagors and all persons claiming under or through Mortgagors and the heirs of 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.

16. Mortgagors shall have the right to prepay entire amount due under note without penalty.

CHICAGO COUNTY, ILLINOIS
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IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE CHICAGO TITLE AND TRUST COMPANY, TRUSTEE,
BEFORE THE TRUST DEED IS FILED FOR RECORD.

D NAME: William Butcher
E STREET: 4305 W. Fullerton St.
L CITY: Chicago, Ill 60639
R INSTRUCTIONS OR: Recorder's Office Box Number 533

FOR RECORDERS INDEX PURPOSES
MAKING THIS A PART OF ABOVE
DESCRIBED PROPERTY HEREIN