

UNOFFICIAL COPY

TRUST DEED

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

Andrew K. Olson  
RECORDER OF DEEDS

575161

Nov 14 '73

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made November 9, 19 73, between THE LAWDALE TRUST AND SAVINGS BANK, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated October 30, 1973, and know as trust number 6138, herein referred to as "First Party," and Chicago Title & Trust Company,

an Illinois Corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed

Twenty Thousand & No/100 (\$20,000.00) bearing even date herewith in the PRINCIPAL SUM OF Dollars, made payable to BEARER

delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate and subject to said Trust Agreement and hereinafter specifically described, the said principal sum as follows: \$167.29 or more per month beginning December 1, 1973, and \$167.29 or more on the first day of each month thereafter except that the balance after the payment due on November 1, 1983 shall be payable immediately thereafter, which above payments include interest at 8% per annum wherein said payments shall apply first to interest and balance to principal remaining unpaid from time to time, principal-bearing interest after maturity 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 Oak Park, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then the office of holders of the note.

In case more than one note is above referred to and described, any reference hereinafter to "note" shall be understood to mean "notes" and any of the rights, powers, privileges and authorities herein granted shall be exercisable by the holder or holders of any one or more of the notes secured hereby.

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the COUNTY OF Cook,

AND STATE OF ILLINOIS, to wit:  
Lot 4 and the North half of Lot 5 in Block 2 in Kaufman and Stephen's Addition to Oak Park being the West half of that part of the West half of the South West quarter of Section 18, Township 39 North, Range 13 East of the Third Principal Meridian lying East of the West 661 feet thereof,

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 rent, issues and profits thereof for so long and during all such times as First Party, its successors or assigns 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 attached or thereon used to supply with said real estate and not secondarily, and all apparatus, equipment or articles now or hereafter attached or thereon used for heating, ventilation, including (without restricting) water, light, power, refrigeration (whether single units or centrally controlled), 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 First Party or its 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to 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 mechanics' liens or claims for lien not expressly 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; (4) complete within a reasonable time any building or building note or at any time in process of erection upon the premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty full under protest, in the manner provided by statute, any tax or assessment which First Party may be liable to contest; (8) pay in full under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the premises or to pay in full the indebtedness secured hereby; (9) all in companies satisfactory to the holders of the note, under insurance standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in

62-74-2122

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NAME HARL L. MC ALLISTER, JR.  
Attorney at Law  
STREET 1670 Sherman Avenue  
CITY Northbrook, Illinois 60062  
INSTRUCTIONS OR BOX 533  
RECORDER'S OFFICE BOX NUMBER  
Form 176

FOR RECORDERS INDEX PURPOSES  
INSERT HEREIN ADDRESS OF ABOVE  
DESCRIBED PROPERTY HEREIN

1007 S. Wenonah Ave.  
Oak Park, Illinois

22 544 804

# UNOFFICIAL COPY

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 satisfy any lien or other claim or title or claim thereon not arising 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 mortgage premium and to pay the cost of compensation to Trustee for such matters 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, in addition of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may, at the option of the holders of the note, procure 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 claim thereon.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, 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) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. 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, or to foreclose the lien hereof, here shall be allowed and included as additional indebtedness in the proceeds 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, expenses for documents and other evidence, photocopying, postage, publication costs and costs (which total estimated as to form to be expended after entry of proceeding all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar data and assurances with respect to the title of the note may be reasonably necessary for or to preserve such title to or evidence to such title as to the title as to any 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 said or incurred by Trustee or holders of the note in or in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement or prosecution of any suit or proceeding, or (c) any suit or proceeding, to which either of them shall be a party, whether or not actual or potential, for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actual or potential.

5. 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 indebtedness secured by this trust deed and on account of all other indebtedness secured by any other trust deed hereof or 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 First Party, its heirs, assigns, successors or assigns, as their rights may appear.

6. 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 the applicant or in favor of the party in whose favor the same is made. The receiver shall have the right to take possession of said premises and without regard to the value of the premises or whether the same shall be then occupied as a homestead 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 period of any foreclosure suit and, in case of a sale, to apply the net income in his hands in payment in whole or in part of (1) the indebtedness secured hereunder by any decree 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 decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. 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.

8. 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 granted, or expressly obligated by the terms hereof, nor 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 indemnity satisfactory to itself before exercising any power herein given.

9. Trustee shall release this trust deed and the lien thereon 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 of the note, 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 true note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying as a true note the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

10. 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 of Trustee, the then Recorder or Registrar of Titles of the County in which the premises are situated shall be successor in Trust hereunder. Successor in Trust hereunder shall have the identical powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. In the event mortgagor sells or otherwise disposes of mortgaged premises by Deed, Assignment of Beneficial Interest, Agreement For Deed, or other instrument subject to this mortgage without the written consent of holders of the note secured by this Trust Deed, the entire balance unpaid as of the date of said sale or disposition may become immediately due and payable at option of holders of the note.

12. In addition to the monthly payments provided for herein, mortgagor shall deposit with holders of note the equivalent of 1/12 of the annual general Real Estate Tax and annual fire and burglary insurance premium covering the premises hereby mortgaged, and said tax and insurance payments shall be paid to said depository.

**THIS TRUST DEED** is executed by the Lawndale Trust and Savings Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said the Lawndale Trust and Savings Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that neither herein or in said note contained shall be construed as creating any liability on the said First Party or on said the Lawndale Trust and Savings Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and assigns the Lawndale Trust and Savings Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in accordance with the provisions hereof, and the personal liability of the guarantor or guarantors hereof shall be null and void.

IN WITNESS WHEREOF, the Lawndale Trust and Savings Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written.

THE LAWNDALE TRUST AND SAVINGS BANK As Trustee as aforesaid and

By *John A. Marr*  
Attest: *Nancy Albrecht*

STATE OF ILLINOIS }  
COUNTY OF COOK }  
WILL

Darlene Romie  
John A. Marr, Trust officer

Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that

Nancy Albrecht  
Assistant Secretary of said Bank, who is personally known to me, and the persons whose names are subscribed to the foregoing instrument as such Vice-President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said Lawndale Trust and Savings Bank, and as the Assistant Secretary of said Bank, did affix the corporate seal of said Bank, did affix the Assistant Secretary's own free and voluntary act and as the Trustee of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1973  
My Commission Expires November 22, 1978

**IMPORTANT**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Note mentioned in the within Trust Deed has been identified herewith under Identification No. 75161  
*Robert J. ...*  
Trustee

END OF RECORDED DOCUMENT

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