

# UNOFFICIAL COPY

## TRUST DEED

Deliver To  
Recorder's Office

22 553 432

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made November 19 1973, between HOWARD MOORE and ANNIE B. MOORE,  
his wife, herein referred to as "Mortgagor", and

**HIGHLAND COMMUNITY BANK**

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 this Note, in the principal sum of FOUR THOUSAND  
NINE HUNDRED FORTY ONE AND 60/100 (\$4,941.60) Dollars,  
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance  
of principal remaining from time to time unpaid at the rate of Seven (7) per cent per annum in instalments as follows:  
EIGHTY TWO AND 36/100 (\$82.36)

Dollars on the 25th day of December 1973 and EIGHTY TWO AND 36/100 (\$82.36)

Dollars on the 25th day of each Month thereafter until said note is fully paid except the final payment of  
principal and interest, if not sooner paid, shall be due on the 25th day of November 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 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 HIGHLAND COMMUNITY BANK in said City.

NOW, THEREFORE, the Mortgagors to assure 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 STATE OF ILLINOIS,  
to wit:

Lot 16 in Block 1 in Auburn Highlands being Hart's Subdivision  
of Blocks 1, 2, 7 and 8 in the Circuit Court Partition of the  
North West Quarter of Section 32, Township 38 North, Range 14,  
East of the Third Principal Meridian, Cook County, Illinois.

Commonly known as: 7929 South Elizabeth, Chicago, Illinois

### JUNIOR MORTGAGE

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 Note 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, in-door beds, coverings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate or other 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, and said rights and  
benefits the Mortgagors do hereby expressly release and waive.

This Trust Deed consists of two pages, the conditions and provisions appearing on this page and on page two (the reverse side hereof) 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.

*Howard Moore*  
Howard Moore

(SEAL)

*Annie B. Moore*  
Annie B. Moore

(SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS,

County of COOK

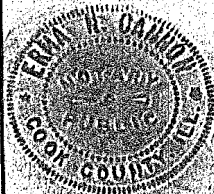
ss. I, Erma N. Cannon

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
Howard Moore and Annie B. Moore, his wife

who are personally known to me to be the same persons whose names are subscribed to the fore-  
going 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, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 19th day of November, A. D. 1973.

*Erma N. Cannon*  
Notary Public.



li-19-05-01

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1. Mortgagor shall (1) promptly repair, restore or rebuild any building 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 mechanical or other liens or claims for lien not expressly subordinated 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, and upon request exhibit satisfactory evidence of the discharge of such prior liens to Trustee or to holders of the note; (4) comply within a reasonable time any building or building now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor shall be liable for the payment of all general real estate taxes and shall deposit or cause to be deposited with the Trustee named in this Trust Deed or with the legal holder of the note referred to herein on the first day of each and every month during the term of said loan a sum equal to one-twelfth of the estimated general real estate taxes next accruing against said premises computed on the amount of the last ascertainable real estate taxes. Mortgagor shall pay special taxes, special assessment 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 referred to herein duplicate receipts therefor.

3. Mortgagor shall cause all buildings and improvements now or hereafter situated on said premises to be 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 in the policies, 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. Mortgagor shall deposit with the Trustee an amount equivalent to one-twelfth of the annual insurance premiums on the first day of each and every month during the term of said loan. The amounts deposited under the real estate tax reserve and insurance reserve referred to in paragraphs two and three hereof shall be held by the Trustee or the legal holder of the note as and for a sinking fund to be used by the Trustee or the legal holder of the note to pay the general real estate taxes levied against said premises and insurance premiums as and when the same become due and payable.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter required of Mortgagor 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 thereon, or redeem from any tax sale or forfeiture affecting said premises or contract 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 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 ten 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 Mortgagor.

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 notice 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. Mortgagor 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 Trustee, 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 Mortgagor herein contained. Any delinquency in the amount of any month's installment of principal or interest on the note secured hereby may collect a "late charge" on each payment more than fifteen days in arrears to cover the extra expense involved in handling delinquent payments.

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 case 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, appraisers' fees, costs for documentary and expert evidence, all other fees, charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, all searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to protect such suit or evidence in connection therewith, and all other expenses which may be necessary for the true condition of the title to 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 shall be 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 proceedings, including proceedings, to foreclose the lien hereof, or (b) any proceedings for the commencement of any suit for the foreclosure hereof after account of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding 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; second, all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness under it 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 be paid to the mortgagor, 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 before or after sale, without notice, without regard to the solvency of Mortgagor 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 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 pendency of such foreclosure suit and, in case of a sale and of redemption, whether there be redemption or not, as and at such times when necessary during any further time when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary 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 from the premises in whole or in part either to the indebtedness secured hereby or 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 sale and deficiency.

10. No action for the enforcement of the lien or of any provision 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, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, as long as the premises are not in default of any tax or mortgage or in gross negligence or misconduct of that of the agent or employees of Trustee, and it may, in its discretion, require a satisfactory title before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereon 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 therefor 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 genuine note herein described any note which bears a certificate of indemnification purporting to be executed by a prior trustee hereunder or by a successor trustee in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the makers of the note, where the release is requested of the original trustee and it has never executed a certificate or 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 in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

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 Titles of the county in which the premises are situated shall be Successor Trustee. Any Successor Trustee in a trust hereunder shall have the identical title, powers and authority as 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 Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

Shirley K. Nelson  
1975 NOV 26 AM 9 59

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

NOV-26-73 717815 22553432 A Rec

510

500 MAIL

**IMPORTANT**

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

The Installment Note mentioned in the within Trust Deed has been filed herewith under identification No. \_\_\_\_\_

**HIGHLAND COMMUNITY BANK**  
*George H. Brokaw*  
 President

|                       |                              |   |
|-----------------------|------------------------------|---|
| DELIVERY INSTRUCTIONS | NAME                         | HIGHLAND COMMUNITY BANK                         |
|                       | STREET                       | 7919 South Ashland Avenue                       |
|                       | CITY                         | Chicago, Illinois 60620                         |
|                       | OR                           |   |
|                       | RECORDER'S OFFICE BOX NUMBER | 7929 South Elizabeth<br>Chicago, Illinois 60620 |

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

22553432

END OF RECORDED DOCUMENT