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DATE 7-62-73-2



## TRUST DEED

22 569 836

22 538 158

Form 807 Rev. 3-62



THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made October 31, 1973, between  
a bachelor  
BRADLEY BYRD and MARGARET V. BYRD, a widow

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 herein-  
after described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of  
Fifteen Thousand and no/100 (\$15,000.00) -----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  
eight (8) per cent per annum in instalments as follows:

TWO HUNDRED SIXTY THREE & no/100 (\$263.00) -----  
Dollars of the 30th day of November 1973 and

TWO HUNDRED SIXTY THREE & No/100 (\$263.00) -----  
Dollars of the 30th 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 30th day of November 19 79  
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 American National Bank  
in said City.

NOW, THEREFORE, the Mortgagors do hereby agree to the payment of the said principal sum of money and said interest in accordance with the terms, pro-  
visions 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 WAR-  
RANT 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:

Lot 24 in Block 1 in Hogenon & Schmidt's Addition to Linden Park in the  
West One-Half of the Southwest Quarter of the Southeast Quarter of  
Section 4, Township 39 North, Range 13 East of the Third Principal  
Meridian, in Cook County, Illinois.

This Trust Deed is being re-recorded and reacknowledged to correct the  
marital status of the mortgagors.

which, with the property hereinafter described, is referred to herein as the "premises."  
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto being 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 secondarily with said real estate and  
not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to improve, 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 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 claims 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 mort-  
gagors, their heirs, successors and assigns.

Witness the hand... and seal... of Mortgagors the day and year first above written.

x Bradley Byrd [SEAL] ..... [SEAL]  
1. Margaret V. Byrd [SEAL] ..... [SEAL]

STATE OF ILLINOIS

1. Wm. C. Bender Jr.

as a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
County of Cook, Illinois  
Bradley Byrd and Margaret V. Byrd, his wife

personally known to me to be the same person, whose name subscribed to the foregoing  
instrument, appeared before me this day in person and acknowledged that they signed, sealed and  
entered 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 6th day of November, A.D. 19 73.  
Notary Public.



500  
600

22 569 836

22 538 158

UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE OF ILLINOIS, I, ROBERT S. CLEMENT

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

County of Cook Bradley Byrd, a bachelor and Margaret V. Byrd, a widow

known to me to be the same person s whose name s are subscribed to the foregoing instrument as they free and voluntary act, for the uses and purposes therein contained and waiver of the right of homestead.

and Notarial Seal this 11<sup>th</sup> day of December A.D. 19 73

*Robert S. Clement*  
Notary Public.



22 569 836

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 be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' 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 lien to Trustee or to holders of the note; (4) complete 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 ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, 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. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

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 about to expire, shall deliver renewal policies not less than ten days prior to the respective date 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 herebefore 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 tax sale or foreclosure 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 to Trustee 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 thereof.

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 holders of the note, and without notice to Mortgagors, the principal and interest, when due according to the terms hereof, notwithstanding any provision to the contrary in this Trust Deed to the contrary, becomes due and payable (a) immediately in the case of default, with interest thereon as herein provided, 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 (a) all expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, costs, outlays for documentary and expert evidence, stenographers' charges, postage and other expenses, and (b) the costs and costs (which may be estimated as certified by the court) to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies, foreclosures, proceedings, such as to evidence to bidders at any sale which may be made pursuant to such decree the true condition of the title to or the value of any real estate involved, 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 proceedings in 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 threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced; or (c) preparations for the defense of any such suit or proceeding.

8. The proceeds of any foreclosure sale of the premises shall be distributed as follows: first, to pay the principal and interest on the indebtedness hereby secured; second, 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, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver, or 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 hereof 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 a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits. He may exercise any 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 in his hands in whole or in part of: (1) The indebtedness hereby secured; or (2) The deficiency in case of such decree, provided such application does not interfere with the enforcement of the lien of any other 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.

10. No action for the enforcement of the lien of any other 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, extent, 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, to file before exercising any power herein given.

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 a release hereof, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release hereof is executed by a successor trustee, such successor trustee may accept the same as true without inquiry. Where a release hereof is executed by a successor trustee, such successor trustee may accept the same as true without inquiry. Where a release hereof is executed by a successor trustee, such successor trustee may accept the same as true without inquiry. Where a release hereof is executed by a successor trustee, such successor trustee may accept the same as true without inquiry. Where a release hereof is executed by a successor trustee, such successor trustee may accept the same as true without inquiry.

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 succeed to Trustee. Any successor in Trust hereunder shall have the identical title, powers and authority as are herein given to 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 persons claiming under or through Mortgagors, and the word "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.

The maker hereof agrees to deposit a sum equal to 1/12 of the annual taxes and the annual insurance premium in addition to the regular monthly payments. This is a part purchase money mortgage.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

Nov 7 '73 12 41 PM

Richard R. Olson  
RECORDER OF DEEDS

\*22538158

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 Instrument mentioned in the within Trust Deed has been identified herewith under Identification No. 575002

CHICAGO TITLE AND TRUST COMPANY, as Trustee.

By: *[Signature]*  
Assistant Secretary  
Assistant Vice President  
Assistant Trust Officer

D E L I V E R Y  
NAME R. S. CLEMENTI  
STREET 33 N. LA SALLE ST  
CITY CHICAGO, ILL 60602

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

Richard R. Olson  
RECORDER OF DEEDS

RECORDER'S OFFICE NO. 53355 138 128  
COOK COUNTY ILLINOIS  
FILED FOR RECORD

\*22569836

DEC 12 '73 12 58 PM 5309 83E