

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

Shirley R. Olson  
RECORDED FOR DEEDS

FEB 11 '74 12:55 PM

\*22625910



TRUST DEED

577710

22 625 910

THIS INDENTURE, made **February 8, 1974**, between **John R. Samuels and Lorine Samuels, his wife**

THE ABOVE SPACE FOR RECORDER'S USE ONLY

an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:  
THAT, WHEREAS the Mortgagors are duly indebted to the legal holder or holders of the Installment Note hereinafter described, and legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

**TEN THOUSAND AND NO/100ths** Dollars,

evidenced by one certain Installment 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 **10** on the balance of principal remaining from time to time unpaid at the rate per cent per annum in installments (including principal and interest) as follows:

**One Hundred Thirty Two & 16/100 or more** Dollars on the **10th** day of **April** **1974** and **One Hundred Thirty Two & 16/100 or more** on

the **10th** 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 **10th** day of **March** **1984**.

All such payments on account of the indebtedness evidenced by said note to be first applied in interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installment unless paid when due shall bear interest at the rate of **10** 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 **Seaway National Bank of Chicago**.

NOW, THEREFORE, the Mortgagors do swear, in the presence 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 Trustees, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situated and being in the

to wit: **CITY OF CHICAGO** **COUNTY OF COOK** **AND STATE OF ILLINOIS.**

The West 10 feet of Lot 4 and all of Lot 5 in Block 1 in B. F. George's Subdivision of the North West quarter of the North West quarter of the North East quarter of section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

"THIS INSTRUMENT WAS PREPARED BY"

Seaway National Bank of Chicago  
445 East 87th Street

By James A. Cooke, Vice-President

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 therefrom, and during all such times as Mortgagors may be entitled thereto (which are payable primarily and on a parity with all other real estate and not secondarily) for all apparatus, equipment or articles used or hereafter thereto or thereon used to heat, heat, gas, air conditioning, etc., in doors and windows, door coverings, indoor beds, awnings, covers 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 mortgagor or his successors or assigns shall be considered as constituting part of the same 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 my hand and seal of Mortgagors the day and year first above written:

[SEAL] Lorine Samuels [SEAL]

[SEAL] James A. Cooke [SEAL]

I, James A. Cooke, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

John R. Samuels and Lorine Samuels,

do personally know to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, and that they are the true and lawful signers thereof, and that they have signed, sealed and delivered the same to me this day in person and acknowledged that they did so do for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this **8th** day of **February**, **1974**

Notary Public

Form 807-1, 1972, State of Ind., Instal.-Ind. Int.

Page 1

# UNOFFICIAL COPY

Page 2

**THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1. (THE REVERSE SIDE OF THIS TRUST DEED):**

1. Mortgagor 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 mechanic's 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; (4) complete within a reasonable time any building or buildings now or hereafter under construction in process of erection upon said premises; (5) comply with all requirements of law or regulation concerning the same; (6) make no material alteration in the premises except as required by law or regulation or as will not affect the value of the premises.

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 expenses against the premises when due, and shall, upon written requisition, furnish to Trustee or to holder 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 amounts sufficient either to pay the cost of replacing or repairing the building 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 the benefit of the holders of the note, such rights as are conferred by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the 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.

In case of default in the payment of the note, 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 payment of principal or interest on prior encumbrances, if any, and purchase, discharge, cancel 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 cancel any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's 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 to much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of per annum, in case of default in the payment of the note, but need not, be considered as a waiver of any right according to them on account of any default hereunder on the part of Mortgagors.

4. 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 prepared from appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, fee, forfeiture, tax lien or title or claim thereof.

5. 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, 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 instalment 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 Mortgagors herein contained.

6. 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 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, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and一切 which may be estimated as to items to be expended for entry of the decree of proceeding, all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar documents and assurances with respect to title. Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to the court in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, including the sum of five per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) a proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, or in connection with (b) a proceeding, whether or not actually commenced; or (c) preparations for the commencement of, any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced; or (d) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

7. 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.

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 suit, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the value of the premises or whether the same shall be occupied as a home or not and the Trustee hereunder may apply to the court for a receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure and to sell the same at a public auction or at a private sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time, shall be paid to the Trustee or holders of the note, except for the intervention of such receiver, who would be entitled to collect such rents, issues and profits and all other powers which may be necessary or are usual in such case for the protection, possession, control, management and operation of the premises during the whole of the time of such receiver. Any deficiency shall be paid to the Trustee or holders of the note, except for the intervention of such receiver, who would be entitled to collect such rents, issues and profits and all other powers which may be necessary or are usual in such case for the protection, possession, control, management and operation of the premises during the whole of the time of such receiver. Any deficiency shall be paid to the Trustee or holders of the note, except for the intervention of such receiver, who would be entitled to collect such rents, issues and profits and all other powers which may be necessary or are usual in such case for the protection, possession, control, management and operation of the premises during the whole of the time of such receiver.

8. 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, as hereinafter recited.

9. 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.

10. 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 parties 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 obliged by the terms hereof, nor shall Trustee require indemnity or satisfaction hereunder, except in case of its own gross negligence or misconduct or that of its agents or employees of Trustee, and it may accept indemnity or satisfaction so long as before exercising any power herein given.

11. Trustee shall release, in full paid and Trustee may execute and deliver release hereof to and at the request of any person who shall, either before or after maturity, produce and exhibit to Trustee the note, provided that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is executed of a successor trustee, such successor trustee may accept as the note herein any note which bears an identification number, purporting to be used thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the 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.

12. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds in which this instrument shall have been recorded or filed. In case of resignation, inability or refusal to act of Trustee, it shall then be the duty of the 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.

13. This trust deed and all provisions hereof, shall extend to and be binding upon Mortgagors, and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons using the name of Mortgagors, and the payment of the indebtedness or any part thereof, 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.

The mortgagor hereby waives any and all rights of redemption from the sale under any order or decree of foreclosure of his Trust Deed, on its own behalf and on behalf of each and every person, except decree or to the premises subsequent to the date of this Trust Deed.

**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

MAIL TO: SEAWAY NATIONAL BANK OF CHICAGO  
645 East 87th Street  
Chicago, Illinois 60619

PLACE IN RECORDER'S OFFICE BOX NUMBER **BOX 533**

Identification No. **177710**  
CHICAGO TITLE AND TRUST COMPANY, Y.  
*[Signature]*

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
**2047-49 East 79th Street**  
**Chicago, Illinois**

**END OF RECORDED DOCUMENT!**

22625910