

# UNOFFICIAL COPY

## TRUST DEED

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Shirley R. Wilson  
1974 MAR 7 PM 2 52  
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# 57749  
JACKSON COUNTY OFFICE  
COSTA COUNTY ILLINOIS  
22 648 027  
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Form 1228 3-69 L

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made February 25, 1974, between Lake View Trust and Savings Bank, an Illinois Corporation, 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 September 18, 1965 and known as trust number 2364, herein referred to as "First Party," and CHICAGO TITLE AND TRUST COMPANY

an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed and delivered an instalment note bearing even date herewith in the Principal Sum of THIRTY TWO THOUSAND AND NO/100 \* \* \* \* \* (\$32,000.00) Dollars,

made payable BEARER in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of EIGHT per cent per annum in instalments as follows:

TWO HUNDRED SIXTY SEVEN AND 67/100 \* \* \* \* \* (\$267.67) Dollars  
\* \* \* \* \* on the 15th day of April, 1974, and \* \* \* \* \*

TWO HUNDRED SIXTY SEVEN AND 67/100 \* \* \* \* \* (\$267.67) Dollars  
\* \* \* \* \* on the 15th 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 15th day of March, 1994. 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 cent per annum, and all of said principal and interest being made payable at such office 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 Lake View Trust and Savings Bank, 3201 N. Ashland Avenue, in Chicago, Illinois.

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, assign 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 84 in Plum Grove Estates Unit No. 4, being a Subdivision in the South Half of Section 25, Township 42 North, Range 10, East of the Third Principal Meridian, and Sections 1 and 12, Township 41 North, Range 10, East of the Third Principal Meridian, and Section 6, Township 1 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

The Grantors shall deposit with the holder of the Note secured hereby on each monthly payment date an amount equal to one-twelfth of the annual taxes and assessments levied against said premises as determined by the amount of the last available bill. As taxes and assessments become due and payable, the holder of the Note secured hereby is authorized to use such deposits for the purpose of paying taxes and assessments and in the event any deficit exists in the amount of such deposits, the Grantors agree to pay any difference forthwith.

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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 First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on First Party 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) awnings, window shades, storm doors and windows, floor coverings, ladder 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: (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 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 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) refrain from making material alterations in said premises except as required by law or municipal ordinances; (7) pay before any penalty attaches all general taxes and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) 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

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INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER 146

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

296 N. Elmwood Ln.

Palatino, Illinois

5.00

holders of the note, such rights to be evidenced by the 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 Trustees or the holders of the note may, but need not, make any payment or perform any act herebefore set forth in any form and manner deemed expedient and may, but need not, make any payment 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 thereof, or release from any tax sale or forfeiture affecting said premises or content 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 fees, and any other moneys advanced by Trustees or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustees 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, fraction of Trustee or holders of the note shall have the right to be considered as a waiver of any amount accruing to them on account of any of the provisions of this paragraph.

2. The Trustees or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any statement of estimate procured from the appropriate public office without incurring 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.

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. 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 attorney fees, Trustee's fees, appraiser's fees, costs for documentary and export evidence, newspaper charges, publication costs and costs (which may be estimated as to them to be expended after entry of the decree) of procuring all such abstracts of title, title 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 prosecute such suit or to evidence to bidders 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 probate 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 hereof after accrual 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.

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 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 overplus to First Party, its successors or assigns, as their rights may appear.

6. Up to, 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 and such appointment may be made either before or after sale, without notice to the borrower or incumbrancer at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, 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 a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successor or assigns, or its representatives, such as agents, attorneys, clerks, messengers and agents, or other persons, shall be authorized, which may be necessary or be 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 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. Trustees 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 hereunder unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence, malfeasance or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. 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, and if proceeds are exhibited to Trustee the note representing that all indebtedness hereby secured has been paid, such 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 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 by First Party; and where the release is requested of the original trustee, such trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by First Party; and where the release is requested of the original trustee, such trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by 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 to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust, or in Trust hereunder shall have 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.

This Instrument was prepared by:  
Lake View Trust & Savings Bank  
3201 N. ASHLAND AVE.  
CHICAGO, ILL. 60657

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THIS TRUST DEED is executed by the Lake View Trust and Savings Bank, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred and vested in it by the note and this trust deed, and it is expressly understood and agreed that nothing set forth in this trust deed shall serve as creating any liability on the said First Party or on said Lake View Trust and Savings Bank personally, or by the said note or any interest therein secured thereon, or any indebtedness or liability secured thereon, or any implied or unimplied liability of any being created or assumed by Trustee and by every person now or hereafter claiming any right or security hereunder, and so far as the First Party and its successors and said Lake View Trust and Savings Bank personally are concerned, the legal holder or holders of said note and the security thereon, or any indebtedness secured hereunder shall look solely to the first party hereby covered for the payment thereof in the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Lake View Trust and Savings Bank, not personally, but as Trustee as aforesaid, has caused this instrument to be signed by its Vice-President, who is duly sworn and attested by its Assistant Trust Officer, as follows:



LAKE VIEW TRUST AND SAVINGS BANK as Trustee as aforesaid and not personally,  
By [Signature] VICE-PRESIDENT  
Attest [Signature] ASSISTANT TRUST OFFICER

STATE OF ILLINOIS, I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

C.H. KLEIN  
Vice-President of the LAKE VIEW TRUST AND SAVINGS BANK, and  
S.D. XINTARIS

Assistant Trust Officer of said Bank, who are personally known to me to be the same persons whose names are set forth in the foregoing instrument as such Vice-President, and Assistant Trust Officer, respectively, appeared before me this 6th day of March, 1934, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the recorder of said County, and the said Assistant Trust Officer, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of March, 1934.  
[Signature]  
Notary Public

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 Installment Note mentioned in the within Trust Deed has been identified  
herewith under Identification No. 528268

CHICAGO TITLE AND TRUST COMPANY  
[Signature]  
Assistant Trust Officer  
Secretary

END OF RECORDED DOCUMENT