

# UNOFFICIAL COPY

## TRUST DEED

22 651. 519

Form 807 Rev.

B-HCG-30299

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made February 16 19 74, between  
ELI LEAKS and MILDRED LEAKS, his wife

herein referred to as "Mortgagors," and  
UNION NATIONAL BANK OF CHICAGO, a National  
Banking Association 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 the Note, in the principal sum of Forty-Two Thousand Five Hundred & no/100ths ----- \$42,500.00 ----- 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 on the balance of principal remaining from time to time unpaid at the rate of 7.9% per cent per annum in installments as follows: Three Hundred Fifty-Two & 85/100ths ----- \$352.85-----

Dollars on the 1st day of April 19 74 and Three Hundred Fifty-Two & 85/100ths ----- \$352.85-----  
Dollars on the 1st 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 1st day of March 19 94 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 8.00% 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 UNION NATIONAL BANK OF CHICAGO in said City.

NOW THEREFORE the Mortgagors 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 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 acknowledged do hereby grant, 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 CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS.

Lot 245 (except the North 3 1/2 feet thereof) in Britigan's Stewart Ridge Addition, being a Subdivision of the South East quarter of the North East quarter of Section 28, Township 37 North, Range 14, East of the Third Principal Meridian, in COOK COUNTY, ILLINOIS.\*\*

THIS TRUST DEED, may be prepaid in whole or in part at any time. Six months advance interest is due and payable hereon at the rate stated above on that part of the aggregate amount of all prepayments so made on this note during any one year period which exceeds 20% of the original principal amount of the loan evidenced by this Trust Deed.\*\*

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 real estate and not secondary, and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, electricity, power, water, telephone, television, and other conveniences and luxuries, including furniture, fixtures, bedding, clothing, curtains, blinds, doors and windows, floor coverings, indoor 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 purpose, 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 the hand and seal of Mortgagors the day and year first above written.

X Eli Lester [SEAL] X Mildred Lester [SEAL]  
Eli Lester Mildred Lester  
[SEAL] [SEAL]

STATE OF ILLINOIS.

1. Marcia L. Hojnicki

2. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
ELI LEAKS and MILDRED LEAKS, his wife-----

County of \_\_\_\_\_  
who ARE personally known to me to be the same person as whose name is \_\_\_\_\_ appearing in  
instrument, appeared before me this day in person and acknowledged that the  
said instrument was their free and voluntary act, for the uses and purposes intended, and that they did not sign  
lese and waiver of the right of homestead.

This Instrument was prepared by my hand and Notarial Seal this 16th day of February 19 74  
MARGARET LIPO  
UNION NATIONAL BANK OF CHICAGO  
11108 S. MICHIGAN AVE.  
CHICAGO, ILLINOIS 60628  
22 651. 519

# UNOFFICIAL COPY

**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 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) make no material alterations in said premises except as required by law or municipal ordinances.

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 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 be liable to pay.

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 money advanced either to pay the premium or to pay the amount of loss or damage 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 to be attached to each policy, 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 new policies in less than ten days prior to the respective date of expiration.

4. In case of default thereon, Trustee or the holders of the note may, 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 payments of principal or interest or prior arrangements, if any, and purchase, discharge, compromise or settle any tax or other prior lien or title or claim thereof, or redeem from any tax sale or instrument in connection therewith, including attorney fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgagee, upon such terms and conditions as Trustee or the holders of the note may determine, and such additional indebtedness may thereafter be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and without interest thereon at the rate of seven per cent per annum. Interest 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 according to the validity of any tax, assessment, sale, forfeiture, or other title or claim thereon.

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, 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 indebtedness secured by 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.

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 in law herein. 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, costs, expenses, travel, for documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended after the date of sale, including title, title searches and examinations, guarantee policies, Torrens certificates, and similar data; (1) assurances with respect to title, (2) title insurance premiums, (3) title insurance premiums, (4) title insurance premiums, such suit or to evidence to holders 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 of this paragraph mentioned shall become as much additional indebtedness secured hereby and immediately due and payable in law as soon as 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 a suit to foreclose the lien hereof, whether or not the same may be successful, or (b) proceedings for the commencement of any suit to foreclose 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.

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 of sale and of proceedings including such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof can constitute unpaid indebtedness additional to that secured 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 of exception this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such receiver may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for appointment, and such receiver shall have power to collect the rents and profits of said premises, or to let the same, or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during and further times on Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents and profits, or to let the same, or to receive the same, or to use the same in such event for the protection, possession, control, management and operation of the premises during the whole of said period. The court from which such receiver is appointed may direct that such receiver shall be paid 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.

10. 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 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, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of its agents or employees of Trustee, and it may require indemnities satisfactory to it before recording 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 accept and/or release the note to and/or the original trustee or successor trustee, 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 true the certificate of identification, purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the original trustee, and where the release is requested of the original trustee or which makers thereof; and where the release is requested of the original trustee and it has never issued a certificate on any instrument identifying same with the description herein contained of the note and which purports to be executed by the person herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Register of Titles in which this instrument shall have been recorded, or by instrument in writing filed in the office of the Clerk of the Circuit Court of Cook County, Illinois, or in the office of the Clerk 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 by him.

15. 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 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.

FURTHER MORTGAGORS, herewith agree and covenant to pay, in addition, 1/12th of the annual real estate taxes and insurance premium, per month, to be applied as a tax and insurance reserve.<sup>\*\*</sup>

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

MAR 12 '74, 1 43 PM

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001466

I M P O R T A N T 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 Instalment Note mentioned in the within Trust Deed has been identified hereinunder under Identification No. <b>001466</b>
		UNION NATIONAL BANK OF CHICAGO, as Trustee, <i>Wendell Wagner</i>

D NAME	E STREET	L CITY	I INSTRUCTIONS	V RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
	UNION NATIONAL BANK OF CHICAGO 11108 South Michigan Avenue Chicago, Illinois 60628			12157 S. Wentworth Avenue Chicago, Illinois 60628
R	Y	RECORDERS OFFICE BOX NUMBER	14	

END OF RECORDED DOCUMENT