

UNOFFICIAL COPY

TRUST DEED

Document prepared by; D. A. Daly
Associates Finance Inc.
6906 W. 111th St.,
Worth, Ill. 60482

22 680 978

THIS ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made March 26, 1974, between George V. Berg and Mary Ann Berg, husband and wife herein referred to as "Grantors", and Stanley J. Ginsburg of Northbrook, Illinois, herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors are justly indebted to Associates Finance, Inc. referred to as "Beneficiary", the legal holder of the Installment Note hereinafter described, in the sum of Seventy-One Hundred, Forty and 00/100 Dollars, evidenced by one certain Installment Note of the Grantors of even date herewith, made payable to the Beneficiary, and delivered, in and by which said Note the Grantors promise to pay the said sum

in 59 consecutive monthly installments of \$ 119.00 each and a final installment of \$ 119.00 with the first installment beginning on April 26, 1974

and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at 6906 W. 111th St., Worth, Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

NOW, THEREFORE the Grantors to secure the payment of the said sum of money in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Grantors 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 Trustee, his successors and assigns, the following described Real Estate and all of their late, right, title and interest therein, situate, lying and being in the Village of Orland Park COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 7 in Block 114r Fairway Estates Unit No. 5, being a Subdivision of Part of the South 42 acres of the West half of the Northeast quarter and part of the Southeast quarter of the Northwest quarter all in Section 10, Township 36 North, Range 12 East of the Third Principal Meridian, according to plat recorded 7-10-62 as Document No. 18528268 in Cook County, Illinois.

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 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), a range, window shades, storm doors and windows, door coverings, inador beds, awnings, gloves 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 Grantors or their successors or assigns shall be considered as constituting part of the real estate.

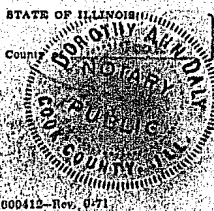
TO HAVE AND TO HOLD the premises unto the said Trustee, his successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Grantors 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 Grantors, their heirs, successors and assigns.

WITNESS the hand(s) and seal(s) of Grantors the day and year first above written.

(SEAL) George V. Berg (SEAL)

(SEAL) Mary Ann Berg (SEAL)



I, Dorothy Ann Daly
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
George V. Berg and Mary Ann Berg, husband and wife

who are personally known to me to be the same person s whose name s they subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they executed, 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 26th day of March A.D. 1974

Dorothy Ann Daly
Notary Public

22 680 978

Office

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

- Grantors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) 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 Beneficiary; (d) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (e) make no material alterations in said premises except as required by law or municipal ordinance.
- Grantors 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 Beneficiary duplicate receipts therefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may desire to contest.
- Grantors 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 complete satisfaction to the Beneficiary, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, such plans 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 Beneficiary, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective date of expiration.
- In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinbefore required of Grantors 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, compare or satisfy any tax lien or other prior lien or title or claim thereon, or expenses paid or incurred in connection therewith, including attorney's fees, and any 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 Beneficiary to protect the mortgaged premises and the lien hereof, 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 Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors.
- The Trustee or Beneficiary 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 thereon.
- Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, he will not notice to Grantors, 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 on the note, or (b) when default shall occur and continue for three days, in the performance of any other agreement of the Grantors herein contained.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary 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 Beneficiary for attorney's fees, Trustee's fees, appraiser's fees, outlay for documentary and expert evidence, stenographer, other as 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, title search, an examination, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or Beneficiary 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 and 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 immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or Beneficiary 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.
- 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 Grantors, their heirs, legal representatives or assigns, as their rights may appear.
- Upon, or at any time after the filing of a bill to foreclose the lien of any provision hereof shall be subject to any defense which would not be good and available to the party interested in an action at law upon the note hereof.
- Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- Trustee has no duty to examine the title, location, condition, or use, 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 gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.
- Trustee shall release this trust deed and the lien hereof by any 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 the note, representing that all indebtedness hereby secured has been paid.
- 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 of Trustee, the Beneficiary may appoint a Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" 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 term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

979 088 25

FOR RECORDERS INDEX PURPOSES
INHERIT STREET ADDRESS OR BOX DESCRIBED PROPERTY HEREIN
COOK COUNTY ILLINOIS

1974 APR 10 AM 10 57
APR-10-74 784388 • 22630978 u A -- Rec 5.00

500 DELIVERY CITY INSTRUCTIONS OR RECORDEE'S OFFICE BOX NUMBER 55 800 818 22680978

000417-Rev. 0-71

END OF RECORDED DOCUMENT