

UNOFFICIAL COPY

TRUST DEED
ILLINOIS
COOK COUNTY, ILLINOIS
FILED FOR RECORD
APR 16 '74 12 44 PM

22 686 309

Edna H. Olson
RECORDED FOR DEEDS
*22686309

FORM 101 9/64

THE ABOVE SPACE FOR RECORDERS USE ONLY

APR 16 1974 12 44 PM

THIS INDENTURE, made April 12, 1974 between
DUANE D. JOHNSON and DEBORAH J. JOHNSON, his wife
 herein referred to as "Mortgagors," and
FIRST NATIONAL BANK OF BLUE ISLAND,
 a Corporation, duly organized and existing under the laws of the United States, and qualified to do a trust business under
 and by virtue of the laws of the State of Illinois, doing business in Blue Island, 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 de-
 scribed, and legal holder or holders being herein referred to as Holders of the Note, in the principal sum of
SIX THOUSAND AND NO/100 - - - - - (\$6,000.00) - - - - - Dollars,
 evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER
 and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from the date
 thereof on the balance of principal remaining from time to time ~~at the rate of 7 1/2~~ ^{at the rate of 7 1/2} per cent per annum in
 instalments as follows: **SEVENTY THREE AND NO/100** - - - - - (\$73.00) or more - - - - -
 Dollars on the 12th day of May 1974 and **SEVENTY THREE AND NO/100** - - - - -
 (\$73.00) or more - - - - - Dollars on the 12th day of each month thereafter until said note is fully paid except that the final pay-
 ment of principal and interest, if not sooner paid, shall be due on the 12th day of April 1984.
 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 the of-
 fices of the First National Bank of Blue Island, in Blue Island, Illinois, or at such place as the Holders of the Note may,
 from time to time, appoint in writing.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provi-
 sions 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 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 13 and the North half of Lot 14 in Block 1 in Hurd and Andrew's
 Subdivision of Lots 5 and 6 of Andrews Subdivision of the East half of the
 South West quarter and of the South East fractional quarter, North of
 Indian Boundary Line of Section 28, Township 37 North, Range 14 East of
 the Third Principal Meridian, (except the North 33 feet of said Lot 5
 formerly dedicated for part of 124th Street) in Cook County, Illinois.

This note (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 (trust deed) during any one year period which exceeds 20% of the
original principal amount of the loan evidenced by this note (trust deed).

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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 mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not sec-
 ondarily) 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) screens, window shades, storm
 doors and windows, floor coverings, inador beds, swings, 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
 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 set upon the uses and trusts here-
 in 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.
Duane D. Johnson [SEAL] *Deborah J. Johnson* [SEAL]
 Duane D. Johnson Deborah J. Johnson

I, Connie J. Goucher
 a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Duane D. Johnson and Deborah J. Johnson, his wife

who are personally known to me to be the same persons whose names are subscribed to the foregoing In-
 strument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the
 instrument as their free and voluntary act, for the uses and purposes therein set forth, including the re-
 lease and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 12th day of April, A. D. 1974
 This document was prepared by: *Diane Freeman*
FIRST NATIONAL BANK OF BLUE ISLAND
 42057 S. Western Avenue, Blue Island, Illinois 60406 *Connie J. Goucher*
 Notary Public.



22 686 309

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 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 or charge 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 when due and promptly shall on all general taxes and shall pay special taxes, special assessments, water charges, sewer charges and other charges which may be levied or assessed on the premises and shall upon written request furnish to Trustee or holders of the note referred to herein duplicate receipts therefor. Mortgagors shall pay in full under protest in the name provided by statute or ordinance within 30 days after demand therefor.
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 written for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the or windstorm under policies 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 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 renewal policies not less than ten days prior to the respective dates 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 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, or prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or contest any such lien or claim, and may advance any money for the purpose herein authorized and all expenses incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage, and shall be deemed reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken. Trustee 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 authorized 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.
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, in case of default, in making payment of any indebtedness, become due and payable (a) immediately in the event of default in the performance of any other agreement of the Mortgagors, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors as 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 for sale all expenses and disbursements 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 and costs of title, or documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended and the nature of the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificate of title, and insurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute or to defend the suit, and all expenses incident to the nature of 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 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 the suit or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure of the lien 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 incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraphs hereof as herein provided, with interest thereon from the date the same become due, to the extent of the proceeds of the sale, and to the extent of the proceeds of the sale of the premises which exceed the amount of such indebtedness additional to that evidenced by the instrument hereon as herein provided, to the holders of the note; second, to the holders of the note, with interest thereon from the date of maturity of the note; 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 the sale, 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 then occupied as a homestead or not. Such receiver may be appointed at any time during the pendency of the suit, and he shall take possession and control, management and redemption of not, as well as during any further time which may be necessary or be usual in such cases for the protection, possession, control, management and redemption 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 to the 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 (2) the deficiency or of such decree, provided such application is made prior to foreclosure sale; (3) 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 here 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, 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 the agents or employees of Trustee, and it may require indemnities satisfactory to it 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 the note representing that all indebtedness hereby secured has been paid, which the genuine note herein described any note which bears a certificate of identification purporting to be executed by the persons herein designated as the makers thereof, and whose release is requested of the original trustee and it is to be understood that no instrument identifying same conforms in substance with the description herein contained, and which is to be executed by the persons herein designated as makers thereof, with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.
14. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds of the county in which the premises are situated and filed in case of the resignation, inability or refusal to act of Trustee, the Trust Deed 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.
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.

Mortgagors shall be liable for the payment of all general real estate taxes which shall deposit or cause to be deposited with the Trustee named in this Trust Deed on the first day of each and every month during the term of said loan a sum equal to one twelfth of the estimated general real estate taxes next accruing against said premises computed on the amount of the last ascertainable real estate taxes. Mortgagors shall pay special taxes, special assessment 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 referred to herein duplicate receipts therefor.

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

OR

RECORDER'S OFFICE BOX NUMBER 98

The Installment Note mentioned in the within Trust Deed has been identified herewith under identification No. 1448

FIRST NATIONAL BANK OF BLUE ISLAND, as Trustee,
by R.E. Loan *R.E. Loan* Officer

DELIVER TO: NAME _____ STREET _____ CITY _____ STATE _____ ZIP _____	FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE <u>12445 Eggleston</u> Chicago, Illinois 60628
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END OF RECORDED DOCUMENT

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