UNOFFICIAL COPY

TRUST DEED (Illinois)
For use with Note Form 1448
(Monthly payments including interest)

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The Above Space For Recorder's Use Only

R.A. Eiden herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are j termed "Installment Note," of even date herewith, executed by Mortgagors, Bank of Lincolnwood and delivered, in and by which note Mortgagors promise to pay the principal states.	sum of EIGHT THOUSAND EIGHT HUNDRED EIGHT Dollars, and interest from per cent per annum, such principal sum and intere R AND 68/100 Dolla RED FORTY FOUR AND 68/100 Dolla ly paid, except that the final payment of principal and interest, if no 77.; all such payments on account of the indebtedness evidence principal balance and the remainder to principal; the portion of each to bear interest after the date for payment thereof, at the rate of BANK OF LINCOLNWOOD rom time to time, in writing appoint, which note further provides the remaining unpaid thereon, together with accrued interest thereon, sha t shall occur in the payment, when due, of any installment of principa de continue for three days in the performance of any other agreement after the expiration of said three days, without notice), and that a
herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are itermed "Installment Note," of even date herewith, executed by Mortgagors, Bank of Lincolnwood and delivered, in and by which note Mortgagors promise to pay the principal: AND 48/100 on the balance of principal remaining from time to time unpaid at the rate of to be payable in installments as follows: TWO HUNDRED FORTY FOUR of the 7th day of July 19.74, and TWO HUNDS of the 7th day of each and every month thereafter until said note is full sooner baid, shall be due on the 7th day of June 19.5 by aid note to be applied first to accrued and unpaid interest on the unpaid of said in allments constituting principal, to the extent not paid when due, are not per annum, and all such payments being made payable at the election of the legal holder thereof and without notice, the principal sum recommend to a day about the state of the legal holder thereof and without notice, the principal sum recommend to the true of the legal holder thereof of the defealth shall occur and contained in this True. Do define which events election may be made at any time artics thereof and with the terms thereof or in case default shall occur and contained in this True. Do define which events election may be made at any time	sum of EIGHT THOUSAND EIGHT HUNDRED EIGHT Dollars, and interest from per cent per annum, such principal sum and intere RAND 68/100 Dollar ly paid, except that the final payment of principal and interest, if m 77; all such payments on account of the indebtedness evidence principal balance and the remainder to principal; the portion of eac to bear interest after the date for payment thereof, at the rate of BANK OF LINCOLNWOOD com time to time, in writing appoint, which note further provides the remaining unpaid thereon, together with accrued interest thereon, sha t shall occur in the payment, when due, of any installment of principal decontinue for three days in the performance of any other agreement after the expiration of said three days, without notice), and that a
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NOW THEREFORE, to cure the payment of the said principal sum of limitations of the above antioned note and of this Trust Deed, and the perf Mortgagors to be performed, and "so in consideration of the sum of One I Mortgagors by these presents C/NV 3" and WARRANT unto the Trustee, its and all of their estate, right, till ar a crest therein, situate, lying and being	money and interest in accordance with the terms, provisions an
	Dollar in hand paid, the receipt whereof is hereby acknowledged sor his successors and assigns, the following described Real Estate in the
CITY OF CHICAGO COUNTY OF COOK	AND STATE OF ILLINOIS, to wit
Lot 23 in Block 7 in Slerman's Addition to Hol Range 14 East of the Thirl Trincipal Meridian,	stein in Section 31, Township 40 North, Cook County, Illinois
	THIS INSTRUMENT WAS PREPARED BY
	KAIHLEEN HARTWIG
	4433 WEST TOUHY AVE. LINCOLNWOOD, ILL. 60645
which, with the property hereinafter described, is referred to herein s th: "pr TOGETHER with all improvements, tenements, easements, and aprorate so long and during all such times as 'Mortgagors may be entitled thereto ('nick said real estate and not secondarily), and all fixtures, apparatus, equipment gas, water, light, power, refrigeration and air conditioning (whether single on stricting the foregoing), screens, window shades, awnings, storm doors and wir of the foregoing are declared and agreed to be a part of the mortgaged premise all buildings and additions and all similar or other apparatus, equipment or art ressors or assigns shall be part of the mortgaged premise	
cessors or assigns shall be part of the mortgaged premises. TO HAVE AND TO HOLD the premises unto the said Trustee, its or his and trusts herein set forth, free from all rights and benefits under and by virtus said rights and benefits Mortgagors do hereby expressly release and waive. This Trust Deed consists of two pages. The covenants, conditions and pro are incorporated herein by reference and hereby are made a part hereof the sam Mortgagors, their heirs, successors and assigns.	ovisions appea ing on rage 2 (the reverse side of this Trust Deed)
Witness the hands and seals of Mortgagors the day and year first above's	vritten.
PLEASE PRINT OR JERRY RUSIN	(Seal)(Seal)
TYPE NAME(S) BELOW	
SIGNATURE(S)	(Seal) (Seal)
rate of Thinnes Country of Cook ss.,	I, the undersigned, a Notary Pub. cin. ad Cr said County,
in the State aforesaid, DO	HEREBY CERTIFY that
Jerry Rusin, a LNOT RESS personally known to me to	be the same person— whose name 15
subscribed to the foregoing	instrument, appeared before me this day in person, and activity
edged that he signed, free and voluntary act, for	sealed and delivered the said instrument as <u>his</u> the uses and purposes therein set forth, including the release and stead.
waiver of the right of home	stead.
The Manual Robots official seal this	
	Hours Wall . Notary Public
ommissioneeautres	
	(1913-191 6), 1923-1933-1934-1934-1934-1934-1934-1934-193
OMMISSION EFFIRES OSC. 17, 1977	ADDRESS OF PROPERTY: 2115 W. Dickens
Ommission Effice Oct. 17, 1977	ADDRESS OF PROPERTY: 2115 W. Dickens
Ommission experies 19 MY COMMISSION EFFIRES DEC. 17, 1977	ADDRESS OF PROPERTY: 2115 W. Dickens
Ommission Epires occ. 17, 1977 NAME Bank of Lincolnwood All TO	ADDRESS OF PROPERTY: 2115 W. Dickens
Ommission English 19	ADDRESS OF PROPERTY: 2115 W. Dickens Chicago, Illinois THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED.
NAME Bank of Lincolnwood AIL TO: ADDRESS 4433 W. Touhy Ave. CITY AND STATELINCOLNWOOD, TIL. ZIP CODE 60646	ADDRESS OF PROPERTY: 2115 W. Dickens Chicago, Illinois THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED.
OMMINISTON ETPIRES DEC. 17, 1977 NAME Bank of Lincolnwood All TO: ADDRESS: 4433 W. Touhy Ave.	ADDRESS OF PROPERTY: 2115 W. Dickens

- I. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become dumaged or be destroyed; (3) keep said premises free from mechanic's itens or liens in favor of the United States or other itens or claims for iten not expressly subordinated to the iten hereof; (4) pay when due any indebtedness which may be secured by a iten or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior iten to Trustee or to holders of the note; (5) complete within a reasonable time any buildings or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 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 the original or 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 and 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 as ble 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 of a set be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insulance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In ase of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mor sag rs in any form and manner deemed expedient, and may, but need not, make any payment or perform any act hereinbefore required of Mor sag rs in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumb ance, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem any tax sales. The flutter affecting said premises or contest any tax or assessments. All moneys paid for any of the purposes herein authorized from any tax sales. The trustee or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the taste. The trustee of the content of
- 5. The Trustee or the he der 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 procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the vell-my of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each lite: of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the pinetal account on this trust Deed shall, and anything in the principal not, or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- herein contained.

 7. When the indebtedness hereby secured a hall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have all other rights provided by the laws of lilinois for the enforcement of a mortgage debt, in any talt is foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and each, which may be paid or incurred by or on behalf of Trustee or holders of the note for automosy. Fees, Trustees' fees, appraiser's fees, outlinys for accuracy and expert evidence, stemographers' charges, publication costs and costs (which may be estimated as to items to be expended after out of the decree) of procuring all such abstracts of tille, little searches and examinations, guarantee publics. To rense certificates, and similar data in the decree of procuring all such abstracts of tille, little searches and examinations, guarantee publics. To rense certificates, and similar data in the decree of procuring all such as the content of the note may deem to be reasonably necessary either to proceeding such activation of the tille to or the value of the premises. In addition, all expenses of the nature in his paragraph mentioned shall become so much additional indebtedness secured bretoly and immediated due and puyable, 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 petion, sail to proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall became and bankruptey proceedings, to which either of them shall became and bankruptey proceedings, to which either of them shall became of any with for the forecloser the record after accrual of such right to foreclose whether or not actually commenced.

 8. The proceeds of any foreclosure axed of the premises shall be distributed and bankrupted for the premises of the network of the securit
- 8. The proceeds of any foreolosure sale of the premises shall be distributed and of the following order of priority: Pirst, on account of all costs and expenses incident to the foreclosure proceedings, including all such its as a are mentioned in the preceding paragraph hereoft second, all other items which under the terms bereof constitute secured indebtedness additions to that evidenced by the note breeby secured, with interest treatent as breiten provided, birth, all principal and interest remaining unpaid; four a, i ay overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any out use 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 the reto chall 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 obtained to roord this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or lise one hereunder, exemt in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require due nitles satisfactory to him before exercising any power herein given.
- satisfactory to him before exercising any power neron given.

 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indictations secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request on a person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that will indebted a street be secured has been paid, which representation Trustee may accept as free without facilities a requested of a successor trustee, such successor trustee may accept as the genuine note berein 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 described nero indeed the principal 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 he has note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated and which conforms in substance with the description herein contained of the principal 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 or Registrar of Titles in which this instrument shall have

been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, Garald R. Mohrbacher shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second 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.

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 at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been

END OF RECORDED DOCUMENT

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