

UNOFFICIAL COPY



TRUST DEED

THIS INSTRUMENT PREPARED BY
ALAN GIMPEL
93 N. DEARBORN ST.
CHICAGO, ILLINOIS

5 JUN 15 1974

22 741 537

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made 5th day of June 1974, between

KENNETH L. TERP AND CHERYL TERP, HIS WIFE

herein referred to as "Mortgagors", and
CHICAGO TITLE AND TRUST COMPANY,

an Illinois corporation 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

TEN THOUSAND ONE HUNDRED TWENTY FIVE AND no/100----- Dollars,
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BEARER~~
ASHLAND STATE BANK
and delivered in and by which said Note the Mortgagors promise to pay the said principal sum in instalments as follows

One ~~Hundred Sixty Eight and 75/100~~----- Dollars
on the ~~20th~~ day of ~~July~~ 1974 and ~~One Hundred Sixty Eight and 75/100~~----- Dollars
on the ~~20th~~ day of each month thereafter, ~~to and including~~----- day of -----
with a final payment of the balance due on the 20th day of June 1979, with interest

from ----- on the principal balance from time to time unpaid at the rate of ----- per cent per annum
each of said instalments of principal bearing interest after maturity at the rate of seven 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 ASHLAND STATE BANK 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 to the Trustee, do hereby acknowledge, 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

Lot 201 in Green Meadows Subdivision, Unit #4, a Subdivision of part of the
East half of the Southwest quarter of Section 13, Township 41 North, Range
9, East of the Third Principal Meridian, 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 during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity 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 (without restricting the foregoing), screens, window shades, storm doors and
windows, floor coverings, inador 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 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 Trustee 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, S., and seal, S., of Mortgagors the day and year first above written

Kenneth L. Terp [SEAL] [SEAL]
Cheryl Terp [SEAL] [SEAL]
STATE OF ILLINOIS, }
i, Sidney J. Marx

County of Cook }
SS a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
KENNETH L. TERP AND CHERYL TERP, his wife,



who are personally known to me to be the same person s whose name s are subscribed to the foregoing
Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the
said Instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of June 1974

Sidney J. Marx
Notary Public

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO IN THE FOREGOING

1. Mortgagors shall promptly pay... or be destroyed, (2) keep said premises in good condition and repair... upon request exhibit satisfactory evidence of the discharge of such premises...

2. Mortgagors shall pay before any penalty attaches all general taxes and shall pay... and other charges against the premises when due, and shall upon written request...

3. Mortgagors shall keep all buildings and improvements now or hereafter erected on said premises insured against loss or damage by fire...

4. In case of default therein Trustee of the holders of the note may but need not make any payments of principal or interest...

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes of 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...

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 immediately in the case of default in making payment of any installment of principal or interest...

7. Wherein the indebtedness hereby secured shall become due whether by acceleration or otherwise holders of the note or Trustee shall have the right to foreclose thereon. In any suit to foreclose the lien hereof there shall be allowed and included as additional indebtedness on the decree for sale all expenditures and charges which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees...

8. The proceeds of any foreclosure of the premises shall be distributed and applied in the following order: First, of account of all costs and expenses incident to the foreclosure proceedings...

9. Upon or at any time after the filing of a foreclosure decree the Trustee or holder of the note may appoint a receiver to receive all rents and profits of the premises. Such appointment may be made either before or after the filing of the decree without regard to the solvency or insolvency of Mortgagors...

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 of 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 or to inquire into the validity of the signatures of the identity capacity or authority of the signatories on the note or trust deed...

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...

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Tullahoma County 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 or Registrar of the county in which the premises are situated shall be Successor in Trust...

15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagors and all persons claiming interest through Mortgagors, and the word Mortgagors when used herein shall include all successors 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...

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IMPORTANT THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THIS TRUST DEED IS FILED FOR RECORD

Chicago Title and Trust Company Assistant Vice President

MAIL TO PLACE IN RECORDER'S OFFICE BOX NUMBER 364

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 105 Eliask St Streamwood

END OF RECORDED DOCUMENT