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COOK COUNTY, ILLINOIS
FILED FOR RECORD

JUN 10 '74 2 16 PM

Mary Jane Reigar
NOTARY PUBLIC

* 22744584



TRUST DEED

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 9, 1974, between
IRVIN R. GOLDBERG AND DOROTHY GOLDBERG
 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
Twenty-Two Thousand and 00/100 Dollars,
 evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BFAH R
 and delivered in and by which said Note the Mortgagors promise to pay the said principal sum and interest
 from **May 25, 1974**
 on the balance of principal remaining from time to time unpaid at the rate
 of **7.9** per cent per annum in instalments (including principal and interest) as follows:
One Hundred Eighty-Two and 65/100 Dollars on the **25th** day
 of **June**, 19**74**, and **One Hundred Eighty-Two & 65/100** Dollars on
 the **25th** 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 **25th** day of **May**, 19**74**
 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 **7.9** per annum, and all of said principal and interest being made payable at such banking house or trust
 company in **Bellwood** 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 **Bank of Bellwood**
 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
 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 this 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 situated, lying and being in the
 County of **Cook** AND STATE OF ILLINOIS
 to wit: **Village of Skokie**

Lot 31 (except the South 14' thereof), all of Lot 32 and the South 7' of Lot 33 in Block 3 in Keenan and Dato's Devonshire Manor Annex being a Subdivision of part of Section 15, Township 41 North, Range 13 East of the 3rd Principal Meridian in Cook County, Illinois.

This instrument was prepared by: **Bank of Bellwood, Bellwood, Ill**
Mary Jane Reigar



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 thereon 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, windows, shades, 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 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 the
 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 of and seal of Mortgagors the day and year first above written

..... [SEAL] *Irvin R. Goldberg* [SEAL]
 [SEAL] *Dorothy Goldberg* [SEAL]

STATE OF ILLINOIS)
) ss. I, Mary Jane Reigar
) a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
) County of Cook)
) Irvin R. Goldberg and Dorothy Goldberg



who are personally known to me to be the same persons whose names they 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 9th day of May, 19 74

Mary Jane Reigar Notary Public

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connection herewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, 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 per annum fraction 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 here by 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 thereof.

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 instalment of principal or interest on 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 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 holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, costs for documentary and export evidence, stenographers charges, 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 searches and examinations, title insurance policies, Torrens certificates and similar data and assurances with respect to title as Trustee or holders of the note 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 to or 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 immediately due and payable, with interest thereon at the rate of per cent per annum, when paid or incurred by Trustee or holders of the note 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, (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, 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 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 overplus 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 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 true value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption whether there be redemption or not, as well as during any further times when Mortgagors are in possession of the premises for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation 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 in payment in whole or in part of (1) The indebtedness secured hereby, or by any decree arising under 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 power 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 or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, 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 a demittee satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument with 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 representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons here designated as the makers thereof and where the release is requested of the original trustee, and it has never placed its identification number on the note described herein it may accept as the note herein described any note which may be presented and which conforms in substance 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 or Registrar of titles 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 Deeds 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 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 of any part thereof whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. See Rider attached hereto and made a part thereof.

17. The note secured by this trust deed may be prepaid by the maker in whole or in part at any time without penalty and the interest shall abate to the extent of such prepayment.

IMPORTANT

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

Identification No 580716 tr

CHICAGO TITLE AND TRUST COMPANY, Trustee

[Signature]
Asst. Trust Officer

MAIL TO:

Bank of Bellwood
219 S. Mannheim Road
Bellwood, Illinois 60104
A. C. Nowaczyk

PLACE IN RECORDER'S OFFICE BOX NUMBER 633

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

9524 N. Lowell

Skokie, Illinois

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Proprietary County Clerk's Office

16. It is further understood and agreed that together with and in addition to the monthly installments of principal and interest payable under the terms of the note secured hereby the Mortgagors will pay to the Bank of Bellwood, or the holder or holders of the note, on the 25th day of each month, until the said note is fully paid, a sum equal to the taxes next due on the mortgaged property (as estimated by the Bank of Bellwood or the legal holder of the note) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such taxes will become delinquent, such sums to be held without liability for interest thereon, by the Bank of Bellwood, or the legal holder of the note, in trust, to pay said taxes. If the total of the payments for taxes made by the Mortgagors shall exceed the amount of payments actually made by the Bank of Bellwood or the legal holder of the note, such excess shall be credited by the Bank of Bellwood or the legal holder of the note on subsequent payments to be made by the Mortgagors. If, however, the monthly payments for taxes made by the Mortgagors shall not be sufficient to pay taxes, when the same shall become due and payable, then the Mortgagors shall pay to the Bank of Bellwood, or the legal holder of the note any amount necessary to make up the deficiency, on or before the date when payment of such taxes shall be due.

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This rider attached to and forming part of Trust Deed dated May 9, 1974 and signed by

Irvin R. Goldberg and Dorothy Goldberg

Irvin R. Goldberg

Dorothy Goldberg

END OF RECORDED DOCUMENT