

UNOFFICIAL COPY

TRUST DEED—Short Form
(Lender and Receiver)

FORM NO. 411
REV. 11/73

22 745 801

GEORGE E. COLE
LEGAL FORMS

567120

THIS INDENTURE is made this 28th day of May, 1974

between JOSEPH A. POZAN AND ESTA P. POZAN, his wife
of the City of Chicago, Illinois
and State of Illinois

and FIRST NATIONAL BANK OF SKOKIE, A National Banking Association organized and existing under the laws of the United States of America
of the Village of Skokie, Cook County, Illinois

as Trustee

WITNESSETH THAT WHEREAS the said JOSEPH A. POZAN AND ESTA P. POZAN, his wife are justly indebted upon one installment principal note in the sum of Thirty-Thousand and 00/100 (\$30,000.00) Dollars

Payable as follows: Two Hundred Twenty-Nine and 57/100 (\$229.57) Dollars on the 1st of August, A. D., 1974 and Two Hundred Twenty-Nine and 57/100 (\$229.57) Dollars on the 1st day of each and every month thereafter until said principal sum and interest have been fully paid, each payment to be first applied to payment of interest and the balance on account of principal, providing that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 1st day of July, A. D., 1999, which said monthly payments include

with interest at the rate of 7.9 percent per annum payable monthly, said Note

all of said notes bearing even date herewith and being payable to the order of FIRST NATIONAL BANK OF SKOKIE

at the office of FIRST NATIONAL BANK OF SKOKIE, SKOKIE, ILLINOIS or such other place as the legal holder thereof may in writing appoint, in lawful money of the United States, and bearing interest after maturity at the rate of ~~XXXX percent per annum~~ the then highest legal rate of interest.

Each of said principal notes is identified by the certificate of the trustee appearing thereon

NOW, THEREFORE, the Mortgagor, for the better securing of the said indebtedness as by the said note evidenced, and the performance of the covenants and agreements herein contained on the Mortgagor's part to be performed, and also in consideration of the sum of ONE DOLLAR in hand paid, does CONVEY AND WARRANT unto the said trustee and the trustee's successors in trust, the following described real estate situate in the County of Cook and State of Illinois to wit:

Unit No. 21E, as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Development Parcel"): Lots 7, 8, 9 and 10 in County Clerk's Division of Lots 12 and 13 and lot 25 (except the West 550 feet thereof) together with accretion thereto in Simon and Gordon's Addition to Chicago a subdivision of Lots 10 and 19 and vacated streets between in School Trustees Subdivision of Section 16, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; also the West 100 feet of Lot 13 in Simon and Gordon's Addition to Chicago said Addition being a subdivision of Lot 10 and Lot 12 and vacated street between same in School Trustees' Subdivision of Section 16, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit "A" to Declaration made by Indale National Bank as Trustee under Trust No. 43051, recorded in the Office of the Recorder of Cook County, Illinois, as Document No. 22,414,417; together with an undivided .43898 interest in said Development Parcel (excepting from said Development Parcel all the property and space comprising all the Units defined and set forth in said Declaration and survey).

Permanent Tax Numbers: 14-16-304-011 Volume: 478
14-16-304-012
14-16-304-013

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Together with all the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof and all gas and electric fixtures, engines, boilers, furnaces, ranges, heating, air-conditioning and lifting apparatus and all fixtures now in or that shall hereafter be placed in any building now or hereafter standing on said land and all the estate, right, title and interest of the Mortgagor of in and to said land hereby expressly releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, TO HAVE AND TO HOLD the same unto the said trustee and the trustee's successors in trust FOREVER, for the uses and purposes and upon the trusts herein set forth.

And the Mortgagor does covenant and agree as follows: To pay said indebtedness and the interest thereon as herein and in said notes provided to pay all taxes and assessments levied on said premises as and when the same shall become due and payable and to keep all buildings at any time situated on said premises in good repair and to suffer no lien of mechanics or material men or other claim to attach to said premises, to pay all water taxes thereon as and when the same shall become due and payable and neither to do nor suffer to be done anything whereby the security hereby effected or intended so to be shall be weakened, diminished or impaired to keep all buildings which may at any time be situated on said premises insured in a company or companies to be approved by the trustee and the trustee's successors in trust, or the legal holder of said note or notes, against loss or damage by fire for the full insurable value of such buildings for an amount not less than the amount of the indebtedness secured hereby and to cause such insurance policies with the usual mortgage clause attached and other sufficient endorsement, to be deposited with trustee as additional security hereunder and upon failure to so secure and deposit such insurance policies, said trustee or the trustee's successors in trust, or the legal holder of the note or notes is hereby authorized to procure the same, and all moneys which may be advanced by said trustee or the trustee's successors in trust or by the legal holder of said note or notes or any of them, for the aforesaid purposes, or any of them or to remove encumbrances upon said premises or in any manner protect the title or estate hereby conveyed or expended in or about any suit or proceedings in relation thereto, including attorneys' fees, shall with interest thereon at seven per cent per annum, become so much additional indebtedness secured hereby, but nothing herein contained shall render it obligatory upon said trustee or the trustee's successors in trust or the legal holder of said note or notes to so advance or pay any such sums as aforesaid.

In the event of a breach of any of the aforesaid covenants or agreements or in case of default in payment of any note or notes secured hereby or in case of default in the payment of one of the installments of interest thereon, and such default shall continue for thirty (30) days after such installment becomes due and payable, then at the election of the holder of said note or notes or any of them, the said principal sum together with the accrued interest thereon shall at once become due and payable, such election being made at any time after the expiration of said thirty (30) days without notice, and thereupon the legal holder of said indebtedness or any part thereof, or said trustee or the trustee's successors in trust, shall have the right immediately to foreclose this trust deed and upon the filing of a complaint for that purpose the court in which such complaint is filed may at once and without notice appoint a receiver to take possession or charge of said premises free and clear of all homestead rights or interests, with power to collect the rents, issues and profits thereof, during the pendency of such foreclosure suit and until the time to redeem the same from any sale made under any decree foreclosing this trust deed shall expire, and in case proceedings shall be instituted for the foreclosure of this trust deed, all expenses and disbursements paid or incurred in behalf of the plaintiff, including reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges, costs of procuring a complete abstract of title, showing the whole title to said premises, embracing such foreclosure decree, shall be paid by the said Mortgagor, and such fees, expenses and disbursements shall be so much additional indebtedness secured hereby and shall be included in any decree entered in such proceedings for the foreclosure of this trust deed, and such proceedings shall not be dismissed or a release hereof given until all such fees, expenses and disbursements and all the cost of such proceedings have been paid and out of the proceeds of any sale of said premises that may be made under such decree of foreclosure of this trust deed, there shall be paid, First: All the cost of such suit, including advertising, sale and conveyance, attorneys', stenographers' and trustees' fees, outlays for documentary evidence and costs of such abstract and examination of title. Second: All moneys advanced by the trustee or the trustee's successors in trust or the legal holder of said note or notes, or any of them for any other purpose authorized in this trust deed, with interest on such advances at seven per cent per annum. Third: All the accrued interest remaining unpaid on the indebtedness hereby secured. Fourth: All of said principal sum remaining unpaid. The overplus of the proceeds of sale shall then be paid to the Mortgagor or to his legal representatives or assigns on reasonable request.

In case of the default of the payment of the indebtedness secured hereby or the breach of any of the covenants and agreements entered into on the Mortgagor's part, the Mortgagor hereby waives all right to the possession, income and rents of said premises, and it thereupon shall be lawful for the trustee or the trustee's successors in trust, to enter into and upon and take possession of said premises and to let the same and receive and collect all rents, issues and profits thereof.

AND THE Mortgagor further agrees that in case of a foreclosure decree and sale of said premises thereunder, all policies of insurance provided for herein may be rewritten or otherwise changed so that the interest of the owner of the certificate of sale, under such foreclosure, shall be protected to the same extent and in like manner as the interest of the legal holder of the note or notes herein described is protected by such policies.

Upon full payment of the indebtedness aforesaid and the performance of the covenants and agreements hereinafore made by the Mortgagor, a reconveyance of said premises shall be made by the said trustee, or the trustee's successors in trust to the Mortgagor upon receiving reasonable charge therefor, and in case of the death, resignation,

Property Clerk's Office

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RECORDED

NUMBER or other liability to act of said trustee, when any CHICAGO TITLE AND TRUST COMPANY CHICAGO, ILLINOIS

acted hereunder may be required by any person entitled thereto then hereby appointed and made successor in trust herein, with like power and authority as is hereby vested in said trustee

"Legal holder" referred to herein shall include the legal holder or holders, owner or owners of said note or notes, or indebtedness, or any part thereof, or of said certificate of sale and all the covenants and agreements of the Mortgagor herein shall extend to and be binding upon Mortgagor's heirs, executors, administrators or other legal representatives and assigns.

Parties of the first part, jointly and severally further covenant and agree:

1. That they will pay each month, in addition to the principal and interest, as one monthly payment, an amount equal to 1/12 of the annual taxes, and special assessment installments, if any, and premiums for insurance for fire and other hazards to protect the party of the second part, which sum is to be held by holder of Note to pay said items when due, and the party of the first part further agrees to secure said bills and deliver them to holder of Note; the holder of the Note shall not be obliged to obtain said bills; nor to advance any funds beyond those it holds, and it shall have sole discretion in their allocation and payment, and it shall have the right to pay bills for the above mentioned;
2. That they will not pay more than 20% of the original amount of the Note secured by this Trust Deed in any one year, computed from the anniversary date of the Note, unless a compensatory premium be paid holder of Note of 2% of the amount exceeding the above 20% when such prepayment is made, and this right shall not be cumulative;
3. They will not sell the property herein conveyed nor make any conveyance of the title of said property, nor in any way effect a change of ownership while any part of the indebtedness secured hereby is not fully paid, and in the event they do so, such act shall cause the entire due holder of the Note secured hereby shall then become due and payable, at sole election of holder of Note.

WITNESS the hand and seal of the Mortgagor, the day and year first above written.

Joseph A. [Signature] (SEAL)
Estela P. [Signature] (SEAL)
 (SEAL)
 (SEAL)

The note or notes mentioned in the within trust deed have been

Identified hereby with Identification No. 3728
 BY *[Signature]*
 Trustee

Assistant Secretary
[Signature]

STATE OF ILLINOIS

1974 JUN 11 AM 11 44

COUNTY OF COOK

I, the undersigned, Notary Public in and for said County in the State of Illinois, DO HEREBY CERTIFY that JOSEPH A. POZAN AND ESTA P. POZAN, his wife

personally known to me, of the legal age and of sound mind and memory, appeared before me on the 31 day of May 1974, and they acknowledged and delivered the said instrument as their free and voluntary act and deed, their consent thereto including the release and



Witness my hand and notary seal this 31 day of May 1974. *Joe Ellen Kasten* Notary Public

Property of Cook County Clerk's Office



MAIL

115122

Trust Deed
Insurance and Receiver

JOSEPH A. POZAN AND
ESTA P. POZAN, his wife
to

FIRST NATIONAL BANK OF SIOCKIE
SIOCKIE, ILLINOIS

ADDRESS OF PROPERTY
4170 N. Marline Drive Apt. 21E
Chicago, Illinois

NAME TO
FIRST NATIONAL BANK OF SIOCKIE
8001 Lincoln Avenue
Siockie, Illinois

GEORGE E. COLE
LEGAL FOSTER

RECORDED DOCUMENT