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TRUST DEED

22 745 305

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 4 1974, between Robert C. David and Herbert Graetz

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...

NINE THOUSAND (\$9,000.00) Dollars on the 1st day of JULY 19 75 and NINE THOUSAND (\$9,000.00) Dollars on the 1st day of each JULY 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 1st day of JULY 1979...

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 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...

(See Ride Attached)

Note A. Interest shall be at the rate of 8% per annum on the principal remaining from time to time unpaid and shall be paid quarterly on July 1, October 1, January 1, and April 1 of each year.

Mortgagors shall have the right to prepay said note without penalty.

This instrument was prepared by: Francis H. Corby 111 W. Washington Street Chicago, Ill

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...

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 S and seal of Mortgagors the day and year first above written Robert C. David (SEAL) Herbert Graetz (SEAL)

STATE OF ILLINOIS, I Lucille Browning a Notary Public in and for and residing in said County in the State aforesaid DO HEREBY CERTIFY THAT Robert C. David and Herbert Graetz



who are personally known to me to be the same person S whose name S 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 4th day of June 1974

Lucille Browning Notary Public

OFFICE 22 745 305

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 be destroyed, (2) keep said premises in good condition and repair without waste and loss from machinery or other loss 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 the 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 before any penalty attaches all general taxes and shall pay special taxes, special assessments, 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 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 incur 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 or 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 by all 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 payments of principal or interest on 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 foreclosures affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, 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 an account of any default hereunder on the part of Mortgagors).

5. The Trustee or the holders 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 validity of any tax, assessment, sale, foreclosure, 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 holder 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 installment 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. If 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 charges 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, out-of-pocket documentary and expert 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, Taxers' 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, or (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 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 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 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 then 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 a sale and deficiencies during the full statutory period of redemption, whether there be redemption or not as well as during any further times when Mortgagors except 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 appropriate 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 foreclosing 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 deficiencies 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 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 indemnity 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 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 previous trustee hereunder or which conforms in substance with the description herein contained of the 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 it has never placed its identification number on the note, 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 or refusal to act of Trustee, the Recorder 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 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 persons liable for the payment 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.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

JUN 11 '74 10 07 AM

CHICAGO TITLE AND TRUST COMPANY
Trustee

*22745305

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

CHICAGO TITLE AND TRUST COMPANY, Trustee

By

[Signature]

MAIL TO:

Name: CHICAGO TITLE AND TRUST COMPANY

Address: 111 WEST WASHINGTON

City: CHICAGO, ILLINOIS 60602

City: ATTN: [Name]

Form 104 R 5/72 [Name] 533

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

1800 NORTH CLYBOURN

CHICAGO, ILLINOIS

UNOFFICIAL COPY

Rider to Certain Trust Deed dated June 4, 1974 between
Robert C. David and Herbert Graetz ("Mortgagers") and
Chicago Title and Trust Company ("Trustee")

Lots 1 to 6 and 21 to 26, all inclusive in Block 6 in the Subdivision
of Lots 1 and 2 of Block 8 in Sheffield's Addition to Chicago, Cook
County, Illinois situated in the West half of the Southeast quarter
of Section 32, Township 40 North, Range 14 East of the Third Principal
Meridian.

Also Lots 4,5,6,7,8,9 and that part of Lot 3 lying North and Northwesterly
of a line described as follows:

beginning at a point in the West line of Sheffield Avenue, 244.47 feet
south of the intersection of said West line of Sheffield Avenue with
the Southwesterly line of Clybourn Avenue, and running

thence West at right angles to said West line of Sheffield Avenue,
81.58 feet more or less to its intersection with a line drawn parallel
to and 164.47 feet Southeasterly of the Southeasterly line of Willow
Street as now occupied;

thence Southwesterly along said parallel line, 91.71 feet more or
less to its intersection with the Northeasterly line of Marcey
Street, all in Block 9 in the Subdivision of Lots 1 and 2, Block 8
in Sheffield's Addition to Chicago, in the South half of Section 32,
Township 40 North, Range 14 East of the Third Principal Meridian,
in Cook County, Illinois

This Trust Deed is a second lien on the premises conveyed thereby, and
is subject to the lien of another trust deed on the same premises

dated June 4, 1974 to Harris Trust and Savings Bank, for all advances
made or to be made on the notes secured by the last-named Trust Deed,
and for other purposes specified therein.

THE TRUST DEED SECURING THIS MORTGAGE LIES UPON THE PREMISES
CONVEYED THEREBY AND IS SUBJECT TO THE LIEN OF ANOTHER TRUST DEED
ON THE SAME PREMISES DATED JUNE 4 1974
RECORDED JUNE 10 1974 AS DOCUMENT 22745308
FOR ALL ADVANCES MADE OR TO BE MADE ON THE NOTES SECURED BY THE
LAST NAMED TRUST DEED AND FOR OTHER PURPOSES SPECIFIED THEREIN

22 745 305

END OF RECORDED DOCUMENT