

② 63 08 142

TRUST DEED

22 750 026

Form 807 Rev. 5-62

LTC-7

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made, June 7,
Susan Mann Jones.

1974, between Thomas M. Jones and

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 Thirty Thousand and No/100 (\$30,000.00) Dollars, evidence by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEAUFORT and delivered on and by which said Note the Mortgagors promise to pay the said principal sum and interest from June 7, 1974, on the balance of principal remaining from time to time unpaid at the rate of Eight (8%) per cent per annum in instalments as follows:

Two Hundred Fifty and 92/100, (\$250.92) Dollars on the 7th day of July 1974 and Two Hundred Fifty and 92/100 (\$250.92) Dollars on the 7th 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 7th day of May 1994.

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 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 Leslie M. Jones, Plantation, Florida.

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 and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS.

Lot 21 in Rosalie Villas, a Subdivision of that part of the South East $\frac{1}{4}$ of the North East $\frac{1}{4}$ of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian, East of the West 17 Acres thereof and West of the Illinois Central Railroad, in Cook County, Illinois.

500 This Instrument was prepared by
HAROLD E. FRIEDMAN
210 NORTH MICHIGAN AVENUE
CHICAGO, ILLINOIS — 60611

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, including without restricting the foregoing, green, 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 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 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 and seal of Mortgagors the day and year first above written.

STATE OF ILLINOIS, ss, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook, I, HAROLD E. FRIEDMAN, Thomas M. Jones and Susan Mann Jones

who are personally known to me to be the same persons whose names 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, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 7th day of June, A.D. 1974



Notary Public.

1. Marlagators shall: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien, not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be acquired by the owner, his heirs, assigns, agents or attorneys-in-fact hereunder, in connection with the carrying out of the provisions hereinbefore set forth; (4) defend, protect, support and sustain all taxes levied upon the land hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) comply with all applicable laws, ordinances, rules and regulations of the City of Los Angeles, California, relating to the construction, maintenance and use of any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or ordinance of the City of Los Angeles, California, relating to the construction, maintenance and use of any building or buildings now or at any time in process of erection upon said premises; (6) make no material alterations in said premises except as required by law or ordinance of the City of Los Angeles, California.

2. Mortgagors shall pay before any annualities 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 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. Mortgages 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 the actual cash value of the same, and the proceeds of such policies shall be paid to the mortgagee or to the trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause in such policy, and shall be given all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall direct the policy to be renewed.

[illegible]

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, forfeiture, tax lien or title or claim thereof.

6 Mortgages shall pay each item 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 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.

[illegible]

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 taxes and liens incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which are secured by the terms hereof; third, on account of the indebtedness additional to that evidenced by the note, with interest thereon as herein provided; and fourth, the balance of the proceeds of the sale, less the costs of the sale, to the mortgagor or his heirs, legal representatives or assigns, as their rights may appear.

6. 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 Mortgagor at the time of such appointment, and such receiver shall have power to collect the rents and profits from the premises, whether the same are homesteaded or not, and the Trustee hereinafter named shall be appointed as such receiver. Such receiver shall have power to collect the rents and profits from the premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be no redemption or not, as well as at any other further times when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents and profits. The Court may also appoint another person as receiver if it deems it proper. The Court may also control the management of the operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net proceeds of the sale of the premises 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 lien which may or become due upon the premises; (2) the interest on the principal sum so secured; (3) the costs of such proceedings; (4) the expenses incurred by the receiver; (5) the balance of the proceeds of the sale of the premises over and above what is required to satisfy the foregoing items; (6) the balance of the proceeds of the sale of the premises over and above what is required to satisfy the foregoing items.

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 a party intervening 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 such purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given and is not expressly obligated by the terms hereof, nor 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 indemnities satisfactory to it before exercising any power herein given.

[illegible][illegible]

gors, and the word "Mortgagors" when used herein shall include all such persons 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 any other Deed.

18. This indebtedness secured hereby may be prepaid in whole or in part at any time during the term hereof, without penalty.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

JUN 13 '74 1 56 PM

RECORDED BY INDEX

*22750026

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-
FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED
IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 500 43251

CHICAGO TITLE AND TRUST COMPANY, as Trustee

11/11/2019

~~Assistant Secretary~~
~~Assistant Vice President~~
~~Assistant Trust Officer~~

Name: Harold Friedman

Address: 919 N. Michigan

City: Charleston W. Va.

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

5736 South Harper
Chicago, Illinois

Form 104 R 5/72

533

END OF RECORDED DOCUMENT