

# UNOFFICIAL COPY

Property  
22-4-185 L  
JUL 9 63-21-185 L

TRUST DEED, ILLINOIS  
FILED FOR RECORD

22 776 701

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RECORDED BY DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made July 5 19 74, between  
JIMMY W. YARBROUGH and JULIANN M. YARBROUGH, his wife

herin referred to as "Mortgagors," and MELROSE PARK NATIONAL BANK, a National Banking Association herin referred to as TRUSTEE, witnesseth:  
THAT WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note herin after described, said legal holder or holders being herin referred to as Holders of the Note, in the principal sum of NINETEEN THOUSAND AND NO/100-----(\$19,000.00)-----Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF TRUSTEE, and delivered in and by which said Note the Mortgagors promise to pay the said principal sum and interest from the balance of principal remaining from time to time unpaid at the rate of 7.9 per cent per annum in installments as follows, One hundred forty-five and 35/100----- (\$145.35)

or more Dollars on the 1st day of September 1974 and One hundred forty-five and 35/100----- (\$145.35) or more Dollars on the 1st 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 1st day of August 19 99. 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 installment unless paid when due shall bear interest at the rate of 8 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Melrose Park 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 Melrose Park National 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, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee its executors 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,

The South 3.5 feet of Lot 11, Lot 12 and the North .5 feet of Lot 13 in Block 4 in Hulbert's St. Charles Road Subdivision First Addition, being a Subdivision in the South East quarter of Section 8, Township 39 North, Range 2 East of the Third Principal Meridian recorded October 3, 1928 as Document 1012083, in Cook County, Illinois.

The Makers of this Trust Deed also agree to deposit with the holder of the Instalment Note described herein 1/12 of the annual real estate taxes each month.

which, with the property hereinafter described is referred to herein as the "premises," TOGETHER with all improvements, tenements, assessments, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereon 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 to secure said indebtedness) and all apparatus, equipment or articles now or hereafter herein or hereon used to supply heat, gas, air conditioning, water, light, electric refrigeration (whether single units or centrally controlled), and ventilation (without restricting the foregoing), sewage, window blinds, door closers and windows, floor coverings, plaster beds, ceilings, floors and water fixtures. All of the foregoing are declared to be a part of said real estate and are specifically attached thereto of, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their executors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its executors 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, seal and seal of Mortgagors the day and year first above written.  
Jimmy W. Yarbrough (SEAL) Juliann M. Yarbrough (SEAL)  
(Jimmy W. Yarbrough) (Juliann M. Yarbrough)

STATE OF ILLINOIS, } I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
County of Cook } ss. Jimmy W. Yarbrough and Juliann M. Yarbrough, his wife



who are personally known to me to be the same person, B, whose name B 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 5th day of July 1974  
James R. Purdy Notary Public

THIS DOCUMENT WAS PREPARED BY:  
RUTH DANNISTER, REAL ESTATE LOAN DEPARTMENT  
MELROSE PARK NATIONAL BANK  
MELROSE PARK, ILLINOIS 60160

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22 776 701

# UNOFFICIAL COPY

## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED).

1. Mortgagor 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 of any incumbrances or other liens or claims for lien not lawfully 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 furnish satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) comply 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. Mortgagor shall pay before any penalty 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 Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said property insured against loss or damage by fire or lightning for the full insurable value thereof, and against tornadoes, windstorms, or cyclones. The insurable value for all insurance purposes to be deemed not less than the amount of said principal indebtedness, all in companies satisfactory to holder and make all insurance policies payable in case of loss to Trustee by the standard mortgage clause to be attached to each policy for the benefit of holder, deliver all policies including additional and renewal policies to holder, and in case of insurance about to expire, to deliver renewal policies not less than twenty days prior to the respective dates of expiration.

4. In case of default herein, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes aforesaid and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of 6 per cent per annum. Inaction 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 Mortgagor.

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 thereon.

6. Mortgagor 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 Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in this note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for thirty days in the performance of any other covenant of the Mortgage.

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 costs, attorney's fees, outlays for documentary and export evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be paid) and expenses with respect to title as Trustee or holder of the note may deem to be reasonably necessary either to prosecute such suit or to enforce the lien hereof. Holders of any sale which may be had pursuant to such decree shall have the right to purchase the premises at the value of the premises, all expenses and interest thereon at the rate of 6 per cent per annum, when paid or secured by Trustee or holder of the note in connection with (a) any proceedings and interest thereon and (b) any 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 (c) proceedings for the commencement of any suit for the foreclosure hereof after actual or constructive foreclosure whether or not actually commenced, or (d) proceedings 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 incurred by the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagor, 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 Mortgagor 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 pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption whether there be redemption or not, as well as during any further time which Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other moneys which may be due or payable in such case for a protection, possession, control, management and operation of the premises during the whole of said period. The court in and to which such application is made may authorize the receiver to apply the net income in his hands in payment in whole or in some amount superior to the lien hereof or of any other lien which may be or be a 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 intervening same in an action of law upon the note hereby secured.

11. Trustee or the holders of the note shall have a 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, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by its terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct at that of the sole responsibility of Trustee, and it may require indemnification satisfactory to it before exercising any power herein given.

13. Trustee shall release this Trust Deed and the lien thereon upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, and Trustee may, and shall, execute 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 release is requested by a successor Trustee, such successor Trustee may accept as the genuine note which bears a certificate of identification, the release to be delivered by a prior Trustee, which release may be accepted as the genuine note which contains in substance the release of the note and which purports to be executed by the person herein designated as the maker thereof, and which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof, and which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof.

14. Trustee at any time after hereunder may resign by instrument in writing filed in the office of the Recorder or Register of Deeds in which this Trust Deed is recorded, and in case of the resignation, inability or refusal to act of Trustee, CHICAGO TITLE AND TRUST COMPANY, an equal and joint Trustee, shall be the successor Trustee, and in case of its resignation, inability or refusal to act, the Recorder or Register of Deeds of the county in which this Trust Deed is recorded shall be such Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, 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.

### IMPORTANT

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

DEVELOPER NAME [ MELROSE PARK NATIONAL BANK  
17th Avenue at Lake Street  
Melrose Park, Illinois 60160

INSTRUCTIONS OR  
RECORDER'S OFFICE BOX NUMBER 649  
MELROSE PARK NATIONAL BANK

The Installment Note mentioned in the within Trust Deed has been identified

herewith under loan identification No. \_\_\_\_\_

MELROSE PARK NATIONAL BANK as Trustee.

By *James P. Fulegh*  
Real Estate Loan Officer

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

432 South 48th Avenue, Bellwood, Ill.

## END OF RECORDED DOCUMENT

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