## **UNOFFICIAL COPY**

22 787 165
This Indenture, Made July 12 1974, between DEVON BANK
a corporation of Illinois, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered
to said Bank in pursuance of a Trust Agreement dated July 12, 1974 and known as trust number
2518 herein referred to as "First Party," and CHICAGO TITLE & TRUST COMPANY,
<b>&gt;</b>
an Illinois corporation herein referred to as TRUSTER, witnesseth:
THAT, WHEREAS First Party has concurrently berewith executed an instalment note bearing even date herewith in the
Twenty four thousand & 00/100 (\$24,000.00)
DOLLARS,
man' pay ble to BEARER and delivered, in and by
VILLE DI Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter
p specificall, de_rib_xi, the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of
6 / .
as follows: Two hirared twenty seven & 98/100 (\$227.98)
division in the second section of the second section is the second second second second section second seco
-, or any set to the s
paid except that the final payment of pincipal and interest, if not sooner paid, shall be due on the 18t day of July
19 89. 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; provind 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 paid orincipal and interest being made payable at such banking house or trust.
company in Chicago IIII.sol, 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 Devon Bank. 6445 N. Western Ave.,
in said City,
NOW, THEREPORE, First Party to secure the payment
assigns, the following described Real Estate situate, lying and being in the C'CV of Chicago County of
COOK AND STATE OF ILLINOIS, to wit:
Unit 5-10 as shown and identified on the survey of Block 3 of the College Green Subdivision, being a Subdivision of part of the West half of the
North West guarter of Section 36 Township 41 North Fire 3 13 Page of the
Third Principal Meridian, in Cook County, Illinois, vaich survey is attached as Exhibit "A" to the Declaration of Condominium Owner Line by Winston-
Gardens, Inc., recorded in the office of the Recorder of Toels in Cook
County, Illinois as document 19507767 together with an uncopied .5312 per cent interest in the property, excepting therefrom all the Units as the
terms, property and Units are defined and set forth in the said Declaration
and survey.
7000
· · · · · · · · · · · · · · · · · · ·
THIS INSTRUMENT WAS PREPARED BY
legn mark
Jallon Dank
6445 N Whallow

which, with the property hereinafter described, is referred to herein as the "premises,"

11

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 First Party, its successors or assigns may be entitled thereto (which are piedged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter

BOX 533

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), screens, 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 First Party or its 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

## IT IS FURTHER UNDERSTOOD AND AGREED THAT

- 1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to (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 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 secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit statisfactory evidence of the discharge of such prior lien to Trustee on to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection von said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (f. re; ann from making material alterations in said premises except as required by law or municipal ordinance, (7) pay before any pinal, attraches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against in erromises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) kep, all hiddings and improvements now or hereafter situated on premises insured against loss or damage by fire, lightning or windstorm using policies particles of the process of the context of the process of the process of the note, under insurance policies particles of the service of the standard molicage classified to the case of loss or damage, to Trustee for the benefit of the holders of the note, under insurance policies particles of the service of the holders of the note, under murance of the note, and any analysis to be evidenced by the standard molicage classified to express of the deliver renewal policies, including additional and renewal policies, to holders of the note, and any other money a
- 2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assements, may do so according to any bill, statement or stimate procured from the appropriate public office without inquiry into accuracy of such bill, statement or estimate or into the v. "Ally of" ony tax, assessment, sale, forfeiture, tax lien or title or claim there.
- 3. At the option of the holders of the note and withou, or ce to First Party, its successors or assigns, 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 Litting of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things excitically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time aff. the expiration of said three day period.
- 4 When the indebtedness hereby secured shall become due whether by accileration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any sunt to force on the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which my be and or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlay for dor mentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be xpended are entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens ceruficates and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary elicer. Deposeute such suit or to evidence to hidders at any sale which may be had pursuant to such decree the true conduction of the title to the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become to much addution, individences secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when said or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceeding to which either of them shall be a party, either as plantiff, claimant or defendant, by reason of this trust deed or any indebtednes a here's secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of her right to force sw whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might after the premises or the security hereof, whether or not actually commenced.
- 5 The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following ord, of p. originary, or proceedings, including all such items as are mentioused in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to it as evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; if urth any overplus to First Party, its 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 at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a bomestad 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 a deficiency, during the full statutory period of redemption, whether there be redemption on not, as well as during any further times when the successors or assigns, 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 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 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 deficiency in case of a sale and deficiency.

STATES OF STATES AND A STATE OF

## **UNOFFICIAL COPY**

- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and acmitted for that purpose.
- 8. 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 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 indemnities attifactory to it before exercising any power herein given.
- 9. 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 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 genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hervader or which conforms naturance with the description herein contained of the note and which purports to be executed one behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine 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 on behalf of First Party.
- 10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument is like the new recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the country in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, rower and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts per orme! hereunder,
  - The principal amount hereof may be repaid after two years upon pays ent of three months interest.
  - 12. Mortiagors agree to deposit each month with the holders of the mortgage 1/12th for annual real estate taxes so assessed.
  - 13. If ther: slall be any change in ownership of the premises covered hereby without the consent of the holder of the Note secured by this Trust Deed, the entity principal balance and all accrued interest shall become due and pa'able at the election of the holder of the Note and Foreclosure Proceedings may be instituted thereon. A contract to sell the real estate, or in assignment in part, or in whole of the Beneficial Interest in a Land Trust, shall be deemed a change in ownership for the purpose of this covenant

THIS TRUST DEED is executed by the DEVON BANK, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that which is the construed as creating any liability on the said First Party or on said DEVON B/ NK personally to said note contained shall be construed as creating any liability on the said rist rarry of on said Device. Or An personal pay the said note of any interest that may accrue thereon, or any indebtedness accruing hereunce, ro to personal a y over either Express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every now or hereafter claiming any right or security hereunder, and that so far as the First Party and two successors and a JDE BANK personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness acc hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien the created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, DEVON BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer, and its corporate seal to be hereunto affixed and attested by its ASSISCANT Cashier, the day and year first above written.

ATTEST Claire Thombero

## **UNOFFICIAL COPY**

	* -			,
<u></u>	1000 M			100 - Vig
·		STATE OF ILLEWOLE	. Michael Slavin	
		COUNTY OF COOK	a Notary Public, in and for said County, in the State aforesaid, Roger H. Williams	DO HEREBY CERTIFY, that
}			Trust Officer of the DEVON BANK, and	
			Elaine Stromberg  of said Bank, who are personally known to me to be the same pe scribed to the foregoing instrument as such Trust Officer, and, respectively, appeared before me this day in person and actions to be a such that the same of the same person and actions to be a such as the same of	SSISTANT Cashier
			act of said Book a strument as their own free and voluntary act a	nd as the fractiney signed and
			the corporate seal of said Bank, did affix the corporate seal of a	t She, as custodian of
			as atoresaid, for the uses and purposes therein set forth,	luntary act of said Bank as
	F	*** :	GIVEN under my hand and notarial seal, this 12th  day of	
}		COOR COUNTY, ILLINOIL FILED FOR RECORD	man de John De	
		Ju 10'74 3 02 PH	*227871 <b>6</b> 5	Notary Public.
			22107100	
}		Ux		作是智慧
}				
	. Bica		0_	
	-		-07	410.TW:
	, det		204 C	
				<b>.</b>
		TANK THE PERSON OF THE PERSON		
,		F. E.	s B a s B	
			V 7 V 7 I I I I I I I I I I I I I I I I	
'		I STATE OF THE STA	7.4.7.4 of both the no whole th	
		Mart TRUST OFFICE SE	O R Deed in De	
	المناعة الما	CLO MIE	IMPORTANT the protection of both the bor at and lender, the note secures is Trust Deed should be identi by the Trustee named herein be the Trust Deed is filled for record	Z
,	. The second	ASSIS	IMPORTANT For the protection of both the bor- rower and lender, the nost secured by this Trust Deed should be identi- fied by the Truste named herein be- fore the Trust Deed is filed for record	7.0
· •	Par .			0.
1	1			
	I.		1 7. 1	2
		NK E	Trades  EVON BANK	
		TRUST DEEL		
	E.	E Ze		
	F			
	The second			
	1	The second second second		
		END OF BE	CORDED DOCUMENT	
		TUD AL III	ONLINED DOGOWERS	
· , • *				
		•	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	