

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

AUG 5 '74 10 12 AM

*Harold G. Mitchell*  
RECORDING DEED

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## TRUST DEED

582834

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made July 24 1974, between Harold G. Mitchell  
Margaret A. Mitchell

63-23-152 H

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 \$10,500.00 Dollars,  
 ( Ten thousand five hundred & no/100 dollars)  
 evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER  
 and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest  
 from August 1, 1974 to Aug. 1, 1985 on the balance of principal remaining from time to time unpaid at the rate  
 of at the rate 7% per annum per cent per annum in instalments (including principal and interest) as follows:  
 Sixty three & no/100 (\$63.00) Dollars on the first day  
 of August 1974, and sixty three & no/100 Dollars on  
 the first 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 first day of August 1985  
 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 7% per annum, and all of said principal and interest being made payable at ~~SUBSCRIBING BANKS~~  
~~Company~~ Antioch 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 note holder  
 in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum 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, they 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 Arlington Heights COUNTY OF Cook AND STATE OF ILLINOIS,  
 to wit

LOT 145 IN NORTGATE UNIT 2 BEING A SUBDIVISION IN THE SOUTH EAST 1/4  
 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL  
 MERIDIAN, IN COOK COUNTY, ILLINOIS

500

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 party 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), 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 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.  
*Margaret A. Mitchell* [ SEAL ] ..... [ SEAL ]  
*Harold G. Mitchell* [ SEAL ] ..... [ SEAL ]

STATE OF ILLINOIS, )  
 ) SS. DANIEL J. COWHEY  
 County of COOK ) a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
MARGARET A. MITCHELL & HAROLD G. MITCHELL



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 31st day of JULY, 1974  
*Daniel J. Cowhey* Notary Public

**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 free from mechanics' 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 satisfactory evidence of the discharge of such prior lien to Trustee or to 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 charge charges, and other things 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 or 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 monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in 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 heretofore 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 other encumbrance authorized and all expenses paid or incurred in 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. 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 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, forfeiture, 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 holders of the note, and without notice to Mortgagors, all such 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. 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 sale all the expenses and expenses 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, expenses and costs of all legal proceedings, including all expenses and costs of all legal proceedings, publication costs and costs which may be expended for printing of documentary and expert evidence, surveyors' charges, publication costs and costs (which may be estimated as to items to be expended) and expenses of procuring all such abstracts of title, title searches and examinations, title insurance and costs for prosecution of such suit or to evidence and assurance with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to protect the mortgage or to evidence and assure the maturity of such debt, 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 holders of the note in the 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 other 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 sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs hereof, whether or not actually incurred; second, all such items as are mentioned in the preceding paragraph hereof; third, all other items and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; fourth, all other items which under the terms hereof constitute additional indebtedness to that evidenced by the note, with interest thereon as herein provided; fifth, 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 the 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 deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors have any interest in the premises, and to apply the same to the payment of the principal and interest of such debt and all other powers which may be necessary or at usual law 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, in the event of a sale and deficiency, during the full statutory period of redemption, whether there be redemption or not; (2) the deficiency in cash of a sale and deficiency, during the full statutory period of redemption, whether there be redemption or not; or (3) any other purpose which would not be good and available to the party intervening same in an action at law upon the note hereby secured.

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 at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to enter 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, extent, 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, and Trustee shall be liable for any errors or omissions hereunder, except in case of its own gross negligence or herein given unless expressly obligated by the terms hereof, nor be liable for any errors or omissions hereunder, except in case of its own gross negligence or that of the agents or employees of Trustee, and it may require indorsement satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness hereby secured 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 hereof, produce and exhibit to Trustee the note, representing the 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 note herein after maturity hereof, produce and exhibit to Trustee the note, representing the all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a person who is not a successor trustee, such person shall be required to produce and exhibit to Trustee the note, representing the all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a person who is not a successor trustee, such person shall be required to produce and exhibit to Trustee the note, representing the all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a person who is not a successor trustee, such person shall be required to produce and exhibit to Trustee the note, representing the all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a person who is not a successor trustee, such person shall be required to produce and exhibit to Trustee the note, representing the all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a person who is not a successor trustee, such person shall be required to produce and exhibit to Trustee the note, representing the all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Register of Deeds in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Trustee 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 any 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 Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

17. 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 this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

<p style="text-align: center;"><b>IMPORTANT</b></p> <p style="text-align: center;"><b>THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD</b></p> <p>MAIL TO: <u>Harold G. Mitchell</u> <u>2906 N. Windsor</u> <u>Arlington Hts, Ill 60004</u></p> <p>PLACE IN RECORDER'S OFFICE BOX NUMBER <u>BOX 533</u></p>	<p style="text-align: right;">Identification No. <u>582834</u></p> <p style="text-align: center;"><b>CHICAGO TITLE AND TRUST COMPANY,</b> Trustee.</p> <p>By: <u>[Signature]</u> Asst. Vice Pres. - <u>Asst. Vice Pres.</u></p> <p style="text-align: right;">FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE</p> <p style="text-align: right;"><u>2906 N. WINDSOR</u> <u>ARLINGTON HTS ILL</u> <u>60004</u></p>
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22-803-588

**END OF RECORDED DOCUMENT**