

UNOFFICIAL COPY

William A. Olson
RECORDER OF DEEDS

COOK COUNTY, ILLINOIS
FILED FOR RECORD

TRUST DEED
AUG 15 1974 12 48 PM

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14-63-186-1



CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 1 1974, between Judd Erickson and Jennifer Erickson, his wife

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 Five Thousand and No/100 Dollars, and secured 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 the date hereof on the balance of principal remaining from time to time unpaid at the rate of 9% per cent per annum in instalments (including principal and interest) as follows

Three Hundred Twenty and 55/100 Dollars on the first day of October 1974, and Three Hundred Twenty and 55/100 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 September 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 highest legal rate, and all of said principal and interest being made payable at such banking house or trust company in United States of America 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 The Franklin Park Bank, Village of Franklin Park, County of Cook and State of Illinois.

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 Township of Mount Prospect, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 207 in Town We-Go Park, Inc., Third Addition, being a subdivision in the Northwest fractional quarter of Section 11, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois **



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 thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration and (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, mador 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 the Mortgagors the day and year first above written.

Judd Erickson
Jennifer M. Erickson

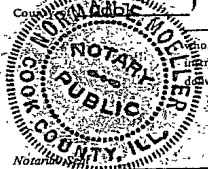
[SEAL]
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STATE OF ILLINOIS,

I, Norman Moeller

ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Judd Erickson and Jennifer Erickson, his wife



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.

Given under my hand and Notarial Seal this 12 day of AUG, 1974

Norman E. Moeller
Notary Public
My Commission Expires June 20, 1978

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

1. Mortgagors shall (1) promptly repair, restore or rebuild any building, 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 encumbrances... (3) pay when due any indebtedness which may be secured by a lien or charge on the premises... (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 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... 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... 4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore 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... 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... 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... 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... 8. The proceeds of any foreclosure 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... 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... 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 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, existence or continuity 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... 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... 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Title in which this instrument shall have been recorded or filed... 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 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.

- 16. See Attached Rider
-17. See Attached Rider

IMPORTANT
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company
CHICAGO TITLE AND TRUST COMPANY, Trustee.
By: [Signature]

MAIL TO: by David Husman
The Franklin Park Bank
3044 Rose St.
Franklin Park, Illinois
PLACE IN RECORDER'S OFFICE BOX NUMBER 533

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
22 817 272

Property of Cook County Clerk

6. IF MORTGAGOR SHALL SELL, ASSIGN, OR TRANSFER ANY RIGHT, TITLE OR INTEREST IN SAID PREMISES, OR ANY PORTION THEREOF, WITHOUT THE WRITTEN CONSENT OF THE HOLDER OF THE NOTE SECURED HEREBY, HOLDER SHALL HAVE THE RIGHT, AT HOLDER'S OPTION, TO DECLARE ALL UNPAID INDEBTEDNESS SECURED BY THIS TRUST DEED TO BE IMMEDIATELY DUE AND PAYABLE, AND THE HOLDER SHALL HAVE THE RIGHT TO TAKE ANY ACTION NOTWITHSTANDING.

7. To secure the payment of general and special taxes and assessments against the premises, and insurance premiums required to be paid hereunder, Mortgagors shall deposit with the holders of the note on each of the due dates of installments of principal or interest on said note, amounts fixed by the holders of the note in order to create and maintain a fund sufficient to pay such general and special taxes, assessments and premiums as they become due, said deposits to be made so that the holders of the note shall have on deposit in advance of the due date of each installment of such taxes, assessments and insurance premiums an amount equal thereto. No interest shall be allowed on such deposits.

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END OF RECORDED DOCUMENT