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TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

AUG 15 '74 12 56 PM

22 818 640

William R. Olson
RECORDS & FEES

*22818640

Form 813 R 5 58

STCC

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made AUGUST 13, 19 74, between Chicago Title and Trust Company, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated AUGUST 7, 1974 and known as trust number 64804, herein referred to as "First Party," and CHICAGO TITLE AND TRUST COMPANY

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of FORTY SEVEN THOUSAND AND NO/100ths - - - - - Dollars,

made payable to BEARER

and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from date of closing on the balance of principal remaining from time to time unpaid at the rate of NINE (9) per cent per annum in installments as follows:

FOUR HUNDRED TWENTY TWO AND 88/100ths - - - - -

Dollars on the FIRST day of OCTOBER 19 74 and FOUR HUNDRED TWENTY TWO AND 88/100ths - - - - -

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 19 84. 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 NINE (9) 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 COLONIAL BANK AND

TRUST COMPANY, 5850 West Belmont Avenue - - - - - in said City, NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto said Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lots 1152 and 1153 in William H. Britigan's Sudlong Woods Gold Club Addition No. 4, being a subdivision of that part of the North half of the North West quarter of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian, lying East of the North Easterly right of way line of the Sanitary District of Chicago (except the North 33 East thereof taken for Bryn Mawr Avenue) In Cook County, Illinois.

5.00

22 818 640

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 First Party, its successors or assigns 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 hereon used to supply heat, gas, steam, hot water, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting) radiators, screens, window shades, storm doors and windows, door coverings, floor 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 upon the uses and trusts hereinafter set forth.

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 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 a satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (4) comply with all requirements of law or municipal ordinances on the premises and the use thereof; (5) refrain from making material alterations in said premises except as required by law or municipal ordinance; (6) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (7) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (8) 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, all in compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

NAME Colonial Bank & Trust Company
STREET 5850 W. Belmont Avenue
CITY Chicago, Illinois 60634

OR

INSTRUCTIONS BOX 533

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

2926 W. Gregory Street
Chicago, Illinois

RECORDERS OFFICE BOX NUMBER

Prepared by Regina Heite, 5850 W. Belmont Ave.
Chicago, Ill 60634

holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the expiration of the original policy; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth and discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture 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 a part of such additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of 7.5 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 of the provisions of this paragraph.

2. 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 to be expended after entry of the decree of foreclosure, sale, forfeiture, tax lien or title claim thereof.

3. At the option of the holders of the note and without notice 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 installment 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 specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. 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 expenditures 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, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale 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 nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of 7.5 per cent per annum, when paid or incurred by Trustee or holders of the note in connection with any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant. Accrual of such right to foreclose whether or not actually commenced; or (b) preparations for the commencement of any suit for the foreclosure hereof after which might affect the premises or the security hereof, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which may affect 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 order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their interests may appear.

6. When, 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 homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver, who 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 or not, as well as during any further time when First Party, its 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 and preservation of the premises, shall be appointed as such receiver, and shall, 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 (2) the deficiency, provided such application is made prior to foreclosure sale; (3) the deficiency in case of a sale and deficiency to the lien hereof; or (4) a decree, provided such application is made prior to foreclosure sale; (4) the deficiency in case of a sale and deficiency for that purpose.

7. Trustee or holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted 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 hereunder 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 its agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release the 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 such release hereof to and at the request of any person who shall, either before or after maturity of the note, produce and exhibit to Trustee the note representing the 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 authentication hereon which has been issued and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee any note which has never been executed or which purports to be executed on behalf of First Party, 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 enter by instrument in writing filed in the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed, in case of the resignation, inability or refusal to act of Trustee, the then Recorder 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 Trustee or successor shall be entitled to resign, be unable to act or refuse to act for all purposes herein provided.

11. Mortgagors reserve the right to prepay the debt in whole or in lesser amounts equal to one or more monthly payments on the principal that are next due on the Note without penalty. However, mortgagors must notify the mortgagee in writing thirty (30) days in advance of so doing.

12. If the Mortgagor conveys, assigns or transfers his or her interest in said described real estate, then at the option of the Mortgagee, the entire unpaid balance shall become due and payable immediately without notice.

THIS TRUST DEED is executed by the Chicago Title and Trust Company, 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 said Chicago Title and Trust Company, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on any other person, or as imposing any obligation on the said First Party or on any other person, or as creating any indebtedness accruing hereunder, or to perform any covenant herein contained, or as imposing any liability, if any, being expressly waived by Trustee or the holders of the note, and as far as the First Party and its successors and said Chicago Title and Trust Company personally are concerned, the legal title, powers and authority of the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the person liable, if any.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused the same to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 15th day of August 1974.

CHICAGO TITLE AND TRUST COMPANY As Trustee as aforesaid, not personally,
 By Susan Heckler ASSISTANT VICE-PRESIDENT
 Attest Arleen M. Katoninic ASSISTANT SECRETARY

STATE OF ILLINOIS } SS.
 COUNTY OF COOK }
 I, LYNN WAPPEL, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that SUSAN HECKLER, Assistant Vice-President of the CHICAGO TITLE AND TRUST COMPANY, and ARLEEN M. KATONINIC, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of August 1974
Lynn Wappel
 Notary Public

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.

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. 533027
CHICAGO TITLE AND TRUST COMPANY, TRUSTEE
 BY Arleen M. Katoninic Trustee
 ASSISTANT VICE-PRESIDENT - SECRETARY

22-818-640

END OF RECORDED DOCUMENT