

UNOFFICIAL COPY

Barbara R. Taylor

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TRUST DEED

22 826 577

CTTC 7 THE ABOVE SPACE FOR RECORDER'S USE ONLY
1974

THIS INDENTURE, made August 21, 1974, between

William Morris and Lillian Morris, 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

EIGHTEEN THOUSAND FIVE HUNDRED AND NO/100-----(\$18,500.00)----- Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~XXXXXX~~
BANK OF RAVENSWOOD

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from August 21, 1974 on the balance of principal remaining from time to time unpaid at the rate of Nine (9%) per cent per annum in instalments (including principal and interest) as follows

One Hundred Sixty Six and 45/100--(\$166.45)--Dollars on the 1st day of October 1974 and One Hundred Sixty Six and 45/100--Dollars \$166.45 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 September 1974.

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 Ten 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 BANK OF RAVENSWOOD 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 successors and assigns, the following described premises and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS.

to wit

Lot 17 in Block 3 in Cairnduff's Addition to Edgewater in the East Half of the South West quarter of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. **

THIS INSTRUMENT WAS PREPARED BY
BARBARA TAYLOR
BANK OF RAVENSWOOD
825 WEST LAWRENCE AVE.
CHICAGO, ILLINOIS 60640



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 rights, uses 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 (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, mador beds, swings, 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 the 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.

William Morris [SEAL] *Lillian Morris* [SEAL]
William Morris Lillian Morris, His Wife

The Undersigned
I, _____, a Notary Public in and for the County of Cook, in the State of Illinois, DO HEREBY CERTIFY THAT
William Morris and Lillian Morris, His Wife

personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and subscribed 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 21st day of August, 1974
Barbara Taylor Notary Public

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 from incumbrances 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 in charge on the premises superior to the lien hereof, and upon regular payment 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 ordinance 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 money is advanced to him or to holders of the note, special taxes, special assessments, water charges, sewer 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 do so in contest.

3. Mortgagor 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, 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 holders of the note, such rights to be evidenced by the standard mortgage clause, in case of loss or damage, 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 hereof, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore required of Mortgagor in any firm and manner deemed expedient and may, but need not, make full or partial payments of principal or interest in prior encumbrances if any and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or forfeiture, affecting said premises or contract 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 fraction of Trustee or holders of the note shall never be conducted as a waiver of any right accruing to them in accordance with any default hereunder on the part of Mortgagor.

5. The Trustee or the holders of the note hereby secured making any payment here by authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented from the appropriate public officer 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 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 Mortgagor 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 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, surveys for documentary and expert evidence, micrographers charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of pursuing all such abstracts of title title searches and examinations, title insurance policies, Totten certificates and similar data of assistants 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 the court any facts which may be material to such decree, the true condition of the title to or the value of the premises, all expenditures and expenses of the Trustee in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding including judicial or extrajudicial 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 (b) proceedings for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose which has not actually commenced, or (c) proceedings for the defense of any such stated suit or proceeding which might affect the premises or the security hereof before 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, an amount of all costs and expenses incident to the foreclosure proceedings including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms of this deed are additional to that evidenced by the note, such as interest thereon as herein provided third, all principal and interest remaining unpaid on the note; fourth any surplus overplus to Mortgagor, their legal representatives or assigns, as their rights may appear.

9. Upon or at the time of 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 substance or insolvency of Mortgagor at the time of application for such receiver and with regard to the true 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 time when Mortgagor 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 usual in such cases for the protection, possession, control management and operation of the premises during the whole and period thereof. 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 and (2) 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 or in such application is made prior to foreclosure sale (3) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the terms of any provision hereof shall be subject to any defense which would not be good and available to the party instituting same in an action at law upon the note hereby secured.

11. Trustee or the 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.

12. Trustee has no duty to examine the title, location, existence 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, 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 no one requires demittees satisfactory to the holders of the note to be before executing any power herein given.

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, 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 note herein described any note which bears an identification number purporting to be placed upon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note, and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the 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 by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Register 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 Recorder or Register of Titles 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 reasonable compensation for all acts performed hereunder.

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

In order to provide for the payment of taxes and assessments Mortgagor agrees to deposit with the holder of said Note secured hereby, 1/12th of the annual taxes and assessments, with the holder of said Note secured hereby, with the proceeds of the sale of the property secured by said note, subject to immediate payment of the same and such deposits shall be considered a default under the terms of this agreement. Said escrow deposits shall be held in a non-interest bearing account.

IMPORTANT

THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD

Identification No.

CHICAGO TITLE AND TRUST COMPANY, Trustee

By:

[Signature of Trustee]

MAIL TO: Bank of Ravenswood 1825 W. Lawrence Avenue Chicago, Illinois 60640

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

1340 West Early

Chicago, Illinois

PLACE IN RECORDER'S OFFICE BOX NUMBER 97

END OF RECORDED DOCUMENT

22 829 577