

# UNOFFICIAL COPY



## TRUST DEED

CHARGE TO CREDIT

22 OCT 1974

THIS INSTRUMENT WAS PREPARED BY  
CHARLES M. [unclear]  
77 W. [unclear] ST.  
CHICAGO, ILL. 60602  
PHONE: FR 2-4328

CTTC 9

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT made October 22, 1974, by between

ROOSEVELT HAYES and INETTA HAYES, 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 Installment Note herein after described, and  
legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

FOUR THOUSAND, ONE HUNDRED EIGHTY and no/100 (\$4,180.00) Dollars  
evidenced by one certain Installment 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 in installments as follows:

Seventy Five (75.00) Dollars  
on the 8th day of November, 1974, Seventy Five Dollars  
thereafter ~~to be paid in full~~ until paid in full  
with final payment of the balance due on the day of the month of \_\_\_\_\_ 1974.

each of said instalments of principal bearing interest after maturity at the rate of 7 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 KRAML DAIRY, Inc. 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 here 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 by these persons CONVEY and WARRANT unto the  
Trustee its successors and assigns the following described Real Estate and all other state, right, title and interest therein of any kind, living and being in the  
COUNTY OF COOK AND STATE OF ILLINOIS

The South 2 1/2 feet of Lot 26, and Lot 27 in the Subdivision of the North  
419.2 feet of the South 825 feet of the North West quarter of Section 33,  
Township 38 North, Range 14, East of the Third Principal Meridian, lying  
West of the Chicago, Rock Island and Pacific Railroad;

and

Lot Sixteen (16) in Block 2 in Hill's Subdivision of the North 19 acres of  
the East half of the South East quarter of Section 32 and all that part  
of the North 19 acres of the West half of the South West quarter lying West  
of Chicago Rock Island and Pacific Railroad Company of Section 32, Township  
38 North, Range 14, 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, fixtures and appurtenances thereto belonging and all rents, issues and profits of real and  
personal property and all other things which are or may be attached thereto and on a party with said real estate and not otherwise  
and all apparatus, equipment or articles now or hereafter thereon or thereunder used to supply heat, gas, air conditioning, water, light, power, telephone  
(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.

WITNESSE the hand and seal of Mortgagors the day and year first above written  
*Roosevelt Hayes* [SEAL] *Inetta Hayes* [SEAL]  
Roosevelt Hayes Inetta Hayes

STATE OF ILLINOIS, I ALBERT RUCICKA  
[SEAL] [SEAL]  
Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
Roosevelt Hayes and Inetta Hayes, his wife

County COOK

whom 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 24 day of October, 1974.



*Albert Rucicka*  
Notary Public.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 OF THE REVERSE SIDE OF THIS TRUST DEED.

1. Mortgagors shall 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.

7. Mortgagors shall pay before any permits, attach 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. To prevent default hereunder Mortgagors shall pay in full under protest in the manner provided by statute any tax or assessment which Mortgagors may be deemed to contest.

8. 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, 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 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.

9. In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore required to 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 of 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 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 seven 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 default hereunder in the part of Mortgagors.

10. 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 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.

11. 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 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 immediately in the case of default on 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.

12. 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, appraisers' fees, costs for documents and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to them to be expended hereafter in the decree of foreclosure all such abstracts of title, title searches and examinations, title insurance policies, Taxers' certificates 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 holders of the note 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 seven per cent per annum when paid or incurred by Trustee or holders of the note in connection with a proceeding including private law bankruptcy proceedings in 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 by preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced or a preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.

13. 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 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 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 surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

14. 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 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 any deficiency during the full statutory period of redemption, whether there be redemption or not as well as during any further times when Mortgagors cease to be the intervenor of such receiver would be entitled to collect such rents, issues and profits and all other powers which may be necessary or advisable 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 of such decree provided such application is made prior to foreclosure sale. 2. The deficiency in case of a sale and deficiency.

15. No action for the enforcement of the lien or of any personal liability 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.

16. Trustee or the holders of the note shall have the right to visit the premises at all reasonable times and access thereto shall be permitted for that purpose.

17. Trustee has no duty to examine the title location, easement 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 or the Trustee is obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable to any person for any 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 mortgagors' satisfaction to it before exercising any power herein given.

18. 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 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 with successor trustee may accept as the note herein described any note which bears an identification number purporting to be placed thereon by the 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.

19. 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. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of Title 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.

20. 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 principal or interest on any part thereof whether or not such persons shall have executed the note of this Trust Deed. The word "note" when used in this instrument shall be construed to mean notes when more than one note is used.

COOK COUNTY, ILL. N. O. 22891956  
OCT 23 '74 1 55 P.

IMPORTANT  
THE 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. 22891956  
(CHICAGO TITLE AND TRUST COMPANY, Trustee)  
By: [Signature] Asst. Trust Officer, Asst. Secy.

MAIL TO: Charles W. Jolicoeur, 774 W. Washington St., Chicago, Ill. 60607

PLACE IN RECORDER'S OFFICE BOX NUMBER 533

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

RECORDED DOCUMENT