

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

Nov 8 '74 1 54 PM

Henry K. Ober  
RECORDED NO. 3029

\*22903136

## TRUST DEED

22 903 136

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made

November 1,

19 74, between

OH E. WALLACE and JOAN M. WALLACE, 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

Twenty-Six Thousand and no/100-----

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 November 15 1974 on the balance of principal remaining from time to time unpaid at the rate of 9 1/4% per cent per annum in installments (including principal and interest) as follows

Two Hundred Thirty-Eight & 13/100 Dollars on the Fifteenth (15th) day of December 19 74 and Two Hundred Thirty-Eight & 13/100 Dollars on the 15th 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 15th day of November 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 9 1/4% per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holder of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of John McPhala 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, by the said Trustee, CONVEY, WARRANT, and Assign, to 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

Village of Berkeley, COUNTY OF COOK AND STATE OF ILLINOIS,

the SOUTH 91 FEET OF LOT 13 AND THE SOUTH 91 FEET EXCEPT THE EAST 60 FEET OF LOT 14 IN BLOCK 3 IN WOLF ROAD HIGHLANDS, ROBERTSON AND YOUNG'S SUBDIVISION IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 12 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 time as the Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment and articles used or required in the operation of the premises, including, without limitation, heating, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without limitation) fireproofing, screens, window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves and water heaters. All of the foregoing are described as 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.

THE TRUSTEE ANNUALLY 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.

IN WITNESS the hands.....and seals.....of Mortgagors the day and year first above written.

John E. Wallace.....[SEAL] Joan M. Wallace.....[SEAL]

John E. Wallace.....[SEAL] Joan M. Wallace.....[SEAL]

STATE OF ILLINOIS,....., County of Cook,....., a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOHN E. WALLACE AND JOAN M. WALLACE, 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 affixed 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 1st day of November, 19 74.

W.A. MURPHY, Notary Public

John E. Wallace.....[Signature]

This instrument was prepared by William G. Murphy, 105 W. Madison - Chicago

# UNOFFICIAL COPY

Page 3

**MONITORING CONDITIONS**  
Mortgagor shall at all times keep up and maintain in good condition and repair all buildings, structures, and fixtures, from time to time held by him as part of the business which he carries on, except that the same may be demolished or removed when so required by a change in the premises superior to the knowledge of Mortgagor, and in such event the same shall be replaced by buildings of equal value and in the discretion of Lender. In case of non-observance of the above conditions, Lender may require Mortgagor to make such repairs and/or alterations as Lender may require, and if Mortgagor fails to do so within a reasonable time after notice, Lender may make the same at the expense of Mortgagor, and charge the same to the account of Mortgagor, and Lender may deduct the same from the principal amount of the note, or from any sum due to Lender under the note, or from any other sum due to Lender by Mortgagor.

and the other side of the coin, of the cost of replacing or repairing the same articles, but it is under these previous paragraphs, in case of loss of property, that the General manager has the authority to make policy, and to demand of his agents that they shall do their best to

5. The Trustee or the holders of the note hereby ~~are~~ shall make my power by authority ~~hereby~~ to issue two statements, may do according to my full discretion or estimate, prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the ~~accuracy~~ truth of any fact or circumstance, and shall have the right to sue for the recovery of the same.

Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option

Management shall pay or cause to be paid to Mortgagor all unpaid installments ascertained by this Trust Deed shall stand outstanding as of the date of default to the company beginning due and payable as immediately in the case of default in making payment of any instalment of principal or interest at the time of: (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

and the subscribers thereto shall become due whether by acceleration or otherwise. Holders of the note or notes shall have the right to foreclose on it in any suit to recover the principal thereof that shall be allowed to be paid in full by payment of such amount of undischarged debt as the decree for sale all expenses and expenses which may be paid or incurred in the collection of the note, but attorney's fees, trustee's fees, appraiser's fees, costs of sale, storage charges, publication costs and costs which may be estimated as to items to be expended after the date of the decree, may also be apportioned among the subscribers, together with such other amounts as may be necessary to satisfy the debts of the subscribers.

holders and assistants will be entitled as trustee of holders of the notes to demand to such date or to evidence to such date or to the value of the premises. All expenditures and expenses of the trustee in the preparation of the premises, including the preparation of the premises, shall be paid by the party or parties in whose favor the note is issued, and the amount so expended shall be included in the amount of the note. The trustee may, at any time before the maturity of the note, sell the premises, and the amount so received shall be applied to the payment of the note, and the balance, if any, shall be paid to the holder or holders of record of the note.

The proceeds of any lottery sale at the premises shall be distributed and applied in the following order of priority. First, on account of all costs and expenses incident to the transaction, including all such items as are mentioned in the preceding paragraph hereof. Second, all other items

and expenses incident to the foreclosing of the same, including all such items as are mentioned in the preceding paragraph heretofore set forth. Second, with respect thereto, as herein provided, third, all additional and interest remaining unpaid on the note, with any surplus so Mortgaged, their full legal protection or against, as their rights may be.

Upon, or at any time after the filing of a bill of foreclosure, 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 a Mortgagor at the time of application, but such receiver and without regard to the then existing debts of the same. The amount of whether the sum shall be then deposited or not and the time when it shall be deposited, if any, shall be determined by the court.

The parties of whether the same shall be then occupied as a homestead or not and the trustee hereunder may be appointed as such receiver. Such party of such house until and, in case of a sale, and a client during the full statutory period of redemption, whether such receiver is redemption or not, for the intervention of such receiver, would be entitled to collect such rents, hires and profits, the protection, possession, control, management and operation of all the premises, the receiver to apply the net income in whole or in part in payment of the principal

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

12. Trustee has no duty to examine the title, location, existence, or condition of the property, or to inquire into the validity of the signatures or initials, 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.

13. Trustee shall release that trust deed and the then interest by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may exercise and deliver a release hereof to any one or more of any person who shall, either before or

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 in case of the resignation, inability or refusal to act of Trustee, the then Recorder or Register of Deeds in the County in which the premises are situated, shall issue a certificate of record of the resignation, inability or refusal to act of Trustee and shall cause the same to be recorded in the office of the Recorder or Register of Deeds in the County in which the premises are situated.

15. This Trust Deed and all provisions hereof, shall extend to and by binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof.

the word "Mortgage" which herein means all interest in title to personalty or personalty held by one person in his or her individual name.

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 issued.

222

卷之三

1366

**IMPORTANT** Identification No. 20-115  
THE NOTE RECORDED ON THIS EXHIBIT SHALL BE USED  
CHICAGO TITLE AND TRUST COMPANY

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

JEROME E CHAK  
170 W. WASHINGTON  
CHICAGO ILLINOIS

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

CHICAGO, ILL. 60602

PLEASE FILE RECORDS IN CLERK'S OFFICE USE NUMBER \_\_\_\_\_

**RECORDED DOCUMENT**