

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Nov 14 '74 3 02 PM

Richard P. Olson
RECORDER OF DEEDS

*22908138

63-08-75910 LATER DATE



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made November 8 19 74, between **JOHN T. BERLES and**
CHRYSANTHA M. BERLES, 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 Two**
Thousand Five Hundred (\$22,500.00) Dollars
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and to which said Note the Mortgagors promise to pay the said principal sum and interest
from **November 1, 1974** on the balance of principal remaining from time to time unpaid at the rate
of **eight (8%)** per cent per annum in instalments (including principal and interest) as follows:

Two Hundred Two & 12/100 (\$202.12) Dollars on the **15th**
of **November** 19 **74** and **Two Hundred Two & 12/100 (\$202.12)** Dollars
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 **15th** day of **November** 19 **79**
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 1/2** per annum, and all of said principal and interest being made payable at such banking house or trust
company in **Des Plaines, 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 **Mary Anne Reding**
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 Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the
COUNTY OF **Cook** AND STATE OF **ILLINOIS**,

to wit: **That part of Lot 1 in Lake Mary Anne subdivision of part of Sections**
9 and 10, Township 41 North, Range 12, East of the Third Principal Meri-
dian, bounded and described as follows: Beginning at a point on the most
northerly North line of Lot 1 aforesaid, 210.0 Feet West of the most Nor-
therly North East corner of Lot 1 (that part of said North line of Lot 1
lying East of West line of Section 10, having a bearing of North 89 Degrees
58 Minutes 00 Seconds West for purposes of this description), thence continuing
North 89 Degrees 58 Minutes 00 Seconds West on said North line of Lot 1 a
distance of 95.00 Feet; thence South 13 Degrees in 21 Minutes 53 Seconds
West, a distance of 405.46 Feet; thence South 89 Degrees 58 Minutes 00 Seconds
East, a distance of 64.01 Feet; thence North 17 Degrees 32 Minutes 45 Seconds
East, a distance of 413.71 Feet to the point of beginning, in Cook County,
Illinois (said subdivision recorded October 27, 1965 as Document 2290839).

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 thereon, for
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 therein or 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, in-door 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.

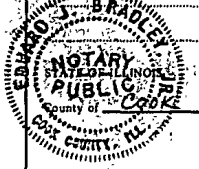
WITNESS the hand and seal of Mortgagors the day and year first above written.

John T. Berles [SEAL]
Chrysantha M. Berles [SEAL]

Edward Bradley, Jr. [SEAL]
Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
John T. Berles and Chrysantha M. Berles,
his wife

who personally known to me to be the same person, whose name 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 8 day of Nov, 1974
Edward Bradley, Jr. Notary Public



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

1. Mortgages shall (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 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.

2. Mortgages 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. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may incur to taxes.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorms 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.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise, or settle any tax lien or other lien or claim thereon, or redeem from any tax sale or foreclosure 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 _____ per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them in connection with any default herein.

5. Trustee or the holders of the note hereby secured making any payments hereby authorized relating to taxes or assessments, may do so according to the usual and ordinary course of business, and without inquiry into the accuracy of such bill, statement or estimate or into the validity of such tax, assessment, sale, forfeiture, tax lien or title in claim thereon.

6. Mortgages 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 Mortgages, 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 payments 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 Mortgages 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 enforce the lien hereof, there shall be allowed and included an additional indebtedness in the decree for sale all expenditures and payments 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, surveyors' fees, notaries' fees, court costs, disbursements, advertising costs and expenses which may be estimated at the time to be expended after entry of the decree of sale, including all costs of title, title searching and examinations, title insurance policies, Taxation certificates, and similar data and assistance with respect to title as the holders of the note may deem to be reasonably necessary either to prosecute such suit or to defend in such suit, and all other expenses which may be incurred in such suit to enforce the lien hereof, and the value of the premises, all expenditures and payments of principal and interest at the rate of _____ per cent per annum, which shall be payable by Trustee or holders of the note in connection with (a) any proceeding, including judicial and non-judicial proceedings, which shall be a party, either as plaintiff, defendant or defendant, by reason of this Trust Deed or any indebtedness hereby secured by the proceeds of the sale of the premises or (b) any proceeding for the enforcement of any suit for the foreclosure hereof after actual or constructive notice of such proceedings, whether or not actually commenced, or (c) any proceeding for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether 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, on account of all costs and expenses incurred by the foreclosure proceedings, and all other indebtedness secured by this Trust Deed, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgages, their legal representatives or assigns, as their rights may appear.

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, such appointment may be made either before or after sale, with or without notice, without regard to the solvency or insolvency of Mortgages 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 residence of any of the parties hereto; they be appointed as such receiver, such receiver or receivers shall have power to collect the rent, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, to receive the full statutory period of redemption, whether there be redemption of said premises, as well as during any further times when Mortgages, except for the interest which is due, would be entitled to collect such rents, issues and profits, and all other proceeds which may be necessary or advisable in such case; the receiver, receiver, receivers, independent and operation of the premises during the whole of said period; the Trust 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 of such decree, provided such application is made in accordance with the provisions of the law of the State of Illinois; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien of any mortgage secured hereby shall be brought or any defense which would not be good and available to the party indebted thereon 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 or the holders of the note be liable for any acts or omissions of Mortgages, except in case of their own gross negligence or misconduct or that of the agents or employees of Trustee, and they require indemnities accordingly in their contracts relating to any power herein given.

13. Trustee shall release this trust deed and the lien thereon 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 hereon 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 hereon secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required 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 thereon by a prior Trustee hereunder, or which contains 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 or of his or her successor, it may be accepted as the note herein described, if it may be accepted 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 assign by instrument in writing filed in the office of 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 hereon 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 extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" 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 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.

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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. 1886160
CHICAGO TITLE AND TRUST COMPANY,
 Trustee.
 By [Signature]
 Asst. Vice President / Asst. Sec'y / Asst. Vice Pres.

MAIL TO: This document was prepared by Edward J. Madala, 29 S. Wabash, Chicago Illinois 60603

PLACE IN RECORDER'S OFFICE BOX NUMBER BOX 533

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

OF RECORDED DOCUMENTS