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COOK COUNTY, ILLINOIS FILED FOR RECORD DEC 31 '74 2 31 PY *22951990 22 951 99n TRUST DEED 587280 THE ABOVE SPACE FOR RECORDER'S USE ONLY THIS INDENTURE, made December 28th 19 74, between JULIA MYER, a widow, and FRED MELTON and BEVERLY M. MELTON, his wife herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY an Illir Jis ' proporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, W IFP_AS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, = and delivered, in and , hich said Note the Mortgagors promise to pay the said principal sum and interest from date her of on the balance of principal remaining from time to time unpaid at the rate 63 nine (9,7 per cent per annum in instalments (including principal and interest) as follows: of February 19 / , and Ninety five and no/100 (or more) bollars.
the lst day of each month five and n(/1/0 (or more) -- the lst day of each month thereafter until said note is fully paid accept themselves days and accept themselves days and accept themselves days are a properties and a contract the latest the contract that the latest themselves and the latest themselves and the latest themselves are a properties are a properties and the latest themselves are a properties are a properties and the latest themselves are a properties and the latest themselves are a properties are a properties and the latest themselves are a properties and the latest themselves are a properties and the latest themselves are a properties are a properties and the latest themselves are a properties a All such payments on account of the indebt dness energy and note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided I at the principal of each instalment unless paid when due shall bear interest at the remainder to principal per annum, and all of hid principal and interest being made payable at SUCKING PRINCIPLES OF THE Tage 1.1 per annum, and all of hid principal and interest being made payable at sociologistic measurement with the principal and interest being made payable at sociologistic measurement with the principal and interest being made payable at sociologistic measurement with the principal and interest being made payable at sociologistic measurement with the principal and interest being made payable at sociologistic measurement with the principal of each instalment unless paid when due shall bear interest at the principal of each instalment unless paid when due shall bear interest at the principal of each instalment unless paid when due shall bear interest at the principal of each instalment unless paid when due shall bear interest at the principal of each instalment unless paid when due shall bear interest at the principal of each instalment unless paid when due shall bear interest at the principal and interest being made payable at sociologistic measurements at the principal and interest being made payable at sociologistic measurements at the principal and interest being made payable at sociologistic measurements at the principal and interest being made payable at sociologistic measurements at the principal and interest being made payable at sociologistic measurements at the principal and interest being made payable at sociologistic measurements at the principal and interest being made payable at sociologistic measurements at the principal and interest being made payable at sociologistic measurements at the principal and interest being made payable at sociologistic measurements at the payable at sociologistic measurements at the principal and interest being made payable at sociologistic measurements at the principal and interest being made payable at sociologistic measurements at the principal and interest being made payable at sociologistic measurements at the principal and interest at the payable at sociologistic measurements at the principal and interest at the principal and interest at the principal and int NOW, THEREFORE, the Mergagors to secure the payment of the said time yal time of mand limitations of this trust deed, and the performance of the coverants and agreement a new part of the said of the part of the the Mortgagors to be performed, and also in presents CONVEY and WARRANT unto the rest therein, situate, lying and being in the AND STATE OF ILLINOIS, Lot eleven (11) in William Bohnsach's Fubcivision of Block ten (10) in William Lill and Heirs of Michael Diversey's Subdivision of the South Westerly half of the North West quarter of Section Twenty-n.e (29), Township forty (40) North, Range fourteen (14) E-st of the Third Principal Meridian, its trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 ture recoverable leed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, Free Melton Tree Beverly M. Melton DOROTHY KOCH Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JULIA MYER, a widow, and FRED MELTON and Beverly M. MELTON, his wife December 19 74

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| | THE COVENANTS CONDITIONS AND PROVISIONS REFERRED | or improvements now | or hereafter on the premises which may become damaged |] |
|------|--|--|--|-----------|
| | subordinated to the line hereoff [3] pay when due any machiness which may upon request exhibits attifactive evidence of the decharge of such prior line building or buildings now or drainy time in process of creation upon said process. The subordinate of the su | to Trustee or to hold remises: (5) comply v | or charge on the premises superior to the lien hereof, and ers of the note: (4) complete within a reasonable time any inth all requirements of law or manicipal ordinances with as required by law or manicipal ordinances. | |
| | and other charges against the premises when due, and shall, upon written req preyent default hereunder Mottgagors shall pay in full under protest, in the i to contest. | uest, furnish to Teusto nanner provided by st | e or to holders of the note duplicate receipts therefor. To atute, any tax or assessment which Mortgagors may desire | |
| • | 3. Mergagors sinh keep all buildings and improvements now or hereafter windsizen under policies providing for payment by the insarance companies to pay in full the indebtedness secured hereby, all in companies axisfactory damage, to Trustee for the benefit of the holders of the note, such rights to to | of moneys sufficient of to the holders of the se evidenced by the st | ither to pay the cost of replacing or repairing the same or, note, under insurance policies payable, in ease of loss or, indard mortrage clause to be attrached to each ording, and | |
| | thall deliver all policies, including additional and renewal policies, to hold policies not less than iten days prior to the respective dates of expiration. 4. In case of default therein, Trustee or the holders of the note may, be Mortgagors in any form and manner decembe expedient, and may, but need no | ers of the note, and in ut need not, make ar t, make full or partial | ease of insurance about to expire, shall deliver renewal y payment or perform any act hereinbefore required of payments of principal or interest on prior encumbrances. | |
|) | if any, and purchase, discharge, compromise or settle any tax lien or other affecting "said premises" or contest any tax or assessment. All moneys paid in connection therewith, including attorneys fees, and any other moneys advant he lien hereof, plus reasonable compensation to. Trustee for each matter additional indebtedness secured hereby and shall become immediately due and per annum. Inaction of Trustee or holders of the notes that next be const | or any of the number- | a batala austraciand and all austrace actd as the control to | |
| | 5. The Trustee or the holders of the note hereby secured making any parto any bill, statement or estimate procured from the appropriate public office | yment hereby authorize without inquiry int | ed relating to taxes or assessments, may do so according | |
| | evalidity of any tax, assessment, sale, forteiture, tax lien or title or claim the fi. Mortgagors shall pay each item of indebtedness herein mentioned, both of he holders of the note; and without notice to Mortgagors, all unpaid indebters. Trust Deed to the contrary, become due and payablo [a) immediate in revent on the note, or (b) when default shall occur and continue for thre | reof. n principal and interes tedness secured by th | t, when due according to the terms bereof. At the option | |
| | in r c c the note, or (b) when default shall occur and continue for the co. tain 7. Whe c the b debtedness hereby secured shall become due whether by a forecloss the life hereof, there shall expenditures and penses which may be paid or incurred by or on behalf of | cceleration or otherw be allowed and inclu | se, holders of the note or Trustee shall have the right to led as additional indebtedness in the decree for sale all | |
| • | fees outlays for secumentary and expert evidence, stenographers' charges, potential gradient and assurant with receip of procuring all such abstracts of title, title searches; and assurant with respect to title as Trustee; or holders of the note may debidders at any sale which 'se had pursuant to such decree the true condition." | iblication costs and o and examinations, title on to be reasonably in of the title to or the | osts (which may be estimated as to items to be expended insurance policies, Torrens certificates, and similar data necessary either to prosecute such suit or to evidence to value of the premises. All expenditures and expenses of | |
| | the nature in this paray of n inthoed shall become so much additional in thereon at the rate of s. en. c. c. per annum, when paid or incurred by T probate and bankruptey proceed ago, to which either of them shall be a parry indebtedness hereby secured in [b] preparations for the commencement of whether or not actually commenced; or, p. or orations for the defense of any | debtedness secured h | ereby and immediately due and payable, with interest | |
| | B. The proceeds of any foreclosu sale of the premises shall be distribute and expenses incident to the foreclosus proceedings, including all such items | d and applied in the | following order of priority: First, on account of all costs | <i>j.</i> |
| | which under the terms hereof constitute actual in ebtedness additional to the principal and interest remaining unpaid on the not fourth, any overplus to appear. 9. Upon, or at any time after the filing of a bit to fo celose this trust dee Such appointment may be made either before or after the aithout notice, | d, the court in which | such bill is filed may appoint a receiver of said premises. | |
| | application for such receiver and without regard to any value of the prem Trustee hereunder may be appointed as such teceiver. For receiver shall he pendency of such foreclosine out and in case of such and a leftitency during | ises crawhether the sales power to collect | ne shall be then occupied as a homestead or not and the he rents, issues and profits of said premises during the hid of redemption, whether there he redemption or not | |
| | as well as during any further times when Mortgagors, except for the lowest and all other powers which may be necessary or are tunal in such asset for during the whole of said period. The Court from time to time may attorize to fell to the indibedeness secured hereby, or by any detere forcetoloning this superior to the lien hereof or of such decree, provided such application, and the such as the such as the superior to the lien hereof or of such decree, provided such application, and the such as the such a | e protection, possess e receiver to apply the ist deed, or any tax, a p, or to foreelosure sa sh; I be subject to an | on, control, management and operation of the premises net income in his hands in payment in whole or in part pecial assessment or other lien which may be or become let [2] the deficiency in case of a sale and deficiency, or defense which would not be good and satisfact to the | |
| | superior to the llen hereof or of such decree, provided such application. In a 10. No action for the enforcement of the llen or of any provision her of party interposing 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 puppose. 12. Trustee has no duty to examine the title, location, existence or condi- | ities the ecomises | 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 hereis given unless expressly obligated by the terms hereof, nor be liable, for imisconduct or that of the agents or employees of Trustee, and it may require imit. | or shall T ustee le obling acts or or iss. I demnities staff on y ment upon or centar | gated to record this trust deed or to exercise any power hereunder, except in case of its own gross negligence or to it before exercising any power herein given. In of misifactory evidence that all indebtedness secured | |
| | by this trust deed has been fully paid; and Trustee may execute and deliver a after maturity theirof, produce and exhibit to Trustee the note, representin Trustee may accept as true without inquiry. Where a release is requested or described any note which bears an identification number purporting to be plat the description herein contained of the note and which purports to be executed | en increon by a prior | trust , nereun er or which conforms in substance with . ~ ! | |
| | is requested of, the original trustee and it has never placed its identification ma any note which may be presented and which conforms in substance with the d- the persons herein designated as makers thereof. 14. Trustee may resign by instrument in writing filed in the office of the | mber on the note desc escription herein cont c Recorder or Regist | ribec herein, it my accept as the note herein described lined of no and which purports to be executed by rar of Titles in which this instrument shall have been | |
| | recorded or filed, in case of the resignation, inability or refusal to act of Tr situated shall be Successor in Trust, Any Successor in Trust hereunder shall have Trustee or aircressor shall be entitled to reasonable compensation for all acts per 15, This Trust Deed and all provisions hereof, shall extend to and be binding the word "Mortgagors" when used herein shall include all such persons and whether or not such persons shall have executed the note or this Trust Deed. | ustee, the then Recor the identical title, po formed hereunder. | der of Deeds ("the our ty in which the premises are wers and authors," as a nere's given Trustee; and any | |
| | the word "Mortgagors" when used nerein shall include all such persons and whether or not such persons shall have executed the note or this Trust Deed, "notes" when more than one note is used. | The word "note" wh | en used in this instrument hall be enstrued to mean | |
| | | | 22 951 990 | |
| | THIS DOCUMENT PREPARED BY D. KOCH, a HADERLEIN & SON, INC., 3049 NORTH ASHLAND AVENUE, CHICAGO, ILLINOIS 60 | | JUL JUU | |
| | | | | |
| | I M.P.O.R.T.A.N.T. THE NOTE SECURED BY THIS TRUST DEED SHOULD | | no. 587280. Go title and trust company, | |
| | BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD. | By AD | emay (nocoo) 18 | |
| L TO | | | FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE | |
| | | | 1525 W. Oakdale Avenue Chicago, Illinois 60657 | |
| J. | PLACE IN RECORDER'S OFFICE BOX NUMBER 1252 LOAN NO. 1840 | | | |
| | | | | - |