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63-56-2890 JAN 6

This Indenture, made at Chicago, Illinois, this 26th. day of December 1974, by and between, Roy Pryce and Myra Pryce, his wife, of Barrington, Cook County, Illinois

hereinafter sometimes called the Grantor(e), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly authorized to accept and execute trusts, and having its principal office in Chicago, Cook County, Illinois as Trustee, hereinafter sometimes called the Trustee,

Witnesseth:

Roy Pryce and Myra Pryce, his wife Whereas, the sald

hereinafter called the Maker(s' are justly indebted to the legal holder of that certain principal promissory note, the identity of which is evidenced by the certificate the roat of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of Dollars (\$ 70,000.00 ---SEVENTY TOUSAND AND NO/100THS----and is due and payable as follow. In installments as provided in said note, with final payment of principal and interest due, if not sconer

February 1 , 2 07

To further secure the obligation, the drei ors agree to deposit with the Trustee, or noteholder, on the first day of each month commencing March 1 , 19 / 5 until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of the annual real estate taxes, special as somether the same property incurance premiume. Said sums shall be held by the Trustee, or noteholder, without any allowance of interest, for application toward payment of taxes, special assessment levies and insurance premiums or noteholder, without any allowance of interest, for application toward payment of taxes, special assessment levies and insurance premiums or noteholder, without any allowance of interest, for application toward payment of taxes, special assessment levies and insurance premiums. ment levies or insurance bills, or attend to the paymen. " or , f except upon presentation of such bills. The Grantors further agree to deposit ment levies or insurance bills, or attend to the paymen. ".ar. of except upon presentation of such bills. The Grantors turther agree to deposit within 10 days after receipt of demand therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when issued shall be in / xces thereof. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any yea, the excess shall be applied on a subsequent deposit or deposits. In event of a default in any of the provisions contained in this trust deed or in the other sections are the holder of the note may at its option, without being required to do so, apply any moneys at the time on deposit on any of Grantor's obligations herein or in the note contained in such order and manner as the holder of the note may elect. When the Indet edt ass secured has been fully paid, any remaining deposits shall be applied on the time owner or owners of the mortgaged pression. paid to Grantor or to the then owner or owners of the mortgaged pren log J.

The Note secured by this Trust Deed is subject to prepayment in ac ordance with the terms thereof.

Thereas, said note bears interest from February 1, 1975 until maturity payable as provided in said note on the principal amount thereon from time to time unpaid, with interest on all payments of principal interest after maturity (whether said note shall mature by large of time or by acceleration, as therein and hereinafter provided) at the rate of eight paymost (3%) annually until paid, all of which principal and interest is payable in lawful money of the United States of America at the office of the Continental Illinois National Bank and Trust Company of Chicago, Chicago, illinois, or at such place as the legal holder there of the from the

Mnm, Unerefore, for the purpose of securing the payment of the principal of anu interce on the note and the performance of the covenants and agreements herein contained to be performed by the Grantor(s), and in furne, or neideration of the sum of one dollar (\$1.00) in hand paid, the Grantor(s) hereby convey(s) and warrant(s) unto the Trustee the following described real estate situated in the County of Cook and State of Illinois, to wit:

The East 426.66 feet of the West 853.32 feet of the North 1020.95 feet of the East half of the North West quarter of Section 6, Township 42 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois.**

PARCEL 2:
THAT PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 42
NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH 1020.95 FEET OF THE
SATID EAST 1/2 OF THE NORTH WEST 1/4 AFORESAID THAT IS 374.51 FEET EAST
(AS MEASURED ON SAID SOUTH LINE) OF THE WEST LINE OF SAID EAST 1/2 OF THE
NORTH WEST 1/4 AFORESAID FOR A PLACE OF BEGINNING; THENCE EAST 0N THE
AFORESAID SOUTH LINE OF THE NORTH 1020.95 FEET OF THE EAST 1/2 OF THE
NORTH WEST 1/4 AFORESAID, A DISTANCE OF 478.82 FEET; THENCE SOUTH ON A
LINE PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF THE NORTH WEST 1/4
AFORESAID, TO THE NORTH LINE OF THE SOUTH 13 1/3 ACRES OF SAID EAST 1/2
OF THE NORTH WEST 1/4 AFORESAID, THENCE WEST ON SAID NORTH LINE OF THE
SOUTH 13 1/3 ACRES AFORESAID 479.18 FEET MORE OR LESS TO A LINE DRAWN
THROUGH THE POINT OF BEGINNING AND PARALLEL WITH THE WEST LINE OF SAID

OF THE NORTH WEST 1/4 AFORESAID, THENCE WEST ON SAID NORTH LINE OF THE
SOUTH 13 1/3 ACRES AFORESAID 479.18 FEET MORE OR LESS TO A LINE DRAWN
THROUGH THE POINT OF BEGINNING AND PARALLEL WITH THE WEST LINE OF SAID
EAST, 1/2 OF THE NORTH WEST 1/4 AFORESAID THENCE NORTH ALONG SAID LAST
DESCRIBED PARALLEL LINE A DISTANCE OF 1298.82 FEET TO THE POINT AND PLACE
OF BEGINNING (EXCEPT THAT PART OF SAID PROPERTY LYING SOUTH OF A LINE
MAKING AN ANGLE OF 89 DEGREES 54 MINUTES WEASURED FROM NORTH TO EAST WITH
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Un Haue and Un Hald the mortgaged premises and property unto the Trustee, its successor or successors in trust and assigns forever, for the purposes, uses, and trusts herein set forth, hereby releasing and waiving all rights of the Grantor(s) under and by virtue of the Homestead Exemption Laws of the State of Illinois in and to the premises hereby conveyed.

In consideration of the premises and for the better securing of the payment of said principal sum, interest, and of all other indebtedess hereby secured; the said Grantor(s) and the Maker(s) horeby covenant(s) and agree(s) to and with the Trustee, for the use of the legal holder of said note, as follows:

To pay said Indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; to pay prior to the delinquent date in each year, all taxes and assessments levied or assessed upon said premises or any part thereof, and, upon demand by the Trustee, or noteholder, to exhibit receipts therefor; to pay, within thirty (30) days after the same shall become due under the ordinance, requirements or regulations of the municipally in which the roal estate described herein is ellusted, all water charges against and premises or regularized nor of the nonclinally in which the roal estate described herein is ellusted, all water charges against and promises, and, upon domand by the Trustee, or the noteholder, to exhibit receipts therefor; not to allow any building erected on ead premises to require unfillabled, or do, nor permit to be done upon said promises, anything that might impair the value thereof, or the security intended to be effected by virtue of this instrument; and in case of the failure of the Grantor(s) so to pay taxes, water charges, or special assessments, or tokes the mortgaged property in good repair and in a completed condition froe from any liens thereon, then the Trustee or the legal holder of the note may pay such taxes, water charges, or special assessments, or dedem said premises or pay out any other sum or sums necessary for the protection, enforcement, or collection of this sequrity, and any and all moneys paid for any such purpose, with interest thereon, from the respective dates of payment at the rate of dispress terms.) and unally, shall become so much additional indebtedness secured hereon, and thall be included in any decree of foreclosure hereot, at a shall be become so much additional indebtedness secured hereon, and the validity of any claim or lien for which such disputing moneys for any critical purposes. The Grantor(s) shall not be required to pay any tax or assessment deemed excessive or invalid so long as the G a

It is further made an express condition and covenant hurson, hat, untill full payment of the indebtedness and expenses hereby secured, no act or thing shall be done or suffered, and that neither's: d Grantor(s) nor any other person shall have any right or power to do any act or thing whereby any mechanic's lien under the laws of lilino. The rise against or attach to said premises or any part thereof, unless such lien shall first be wholly waived as against this trust deed, and that the lien of this trust deed shall extend to any and all improvements, fixtures, now or hereafter on said premises, as prior to any other the area of the state of the country in which the mortgaged property is situated, subsequently accruing claims for lien. The true care of this encumbrance, rather than that this encumbrance shall take care of subsequently accruing claims, and all contractors, subcrutations, and other parties dealing with the mortgaged property, or with any parties interested therein, are hereby required to take notice of the above provisions.

or with any parties interested therein, are hereby required to take notice of he above provisions.

As additional security for the payment of the aforesaid indebtadness, the 'ranto (s) covenant(s) and agree(s) to keep all buildings and strate. Hat may be upon the said premises at any time during the continuar cell said indebtadness, insured against loss or damage by fire with extended coverage endorsement for the full insurable value of said building. In 'the tures, in addition thereto, to carry liability, steam boiler, riot and civil commotion, plate glass, and such other insurance including war da nagi insurance, it available, in such amounts as shall be adequate to protect the mortgaged property, all in responsible insurance companie. 'P' approved by the Trustee or the noteholder, to make all sums recoverable upon such policies payable to the Trustee for the benefit of the niteh identy the usual mortgage or trustee clause to be attached to such policies; and all such policies shall be deposited with the Trustee or notehoder not less than 10 days before the expiration date of the prior policy being renewed or replaced. In case of failure of the Grantor(s) to insure or renew insurance as above provided, then the Trustee or the neglecter may procure such insurance for a term not to exceed five (5) years, and all moneys paid therefor, with interest at the ries of self-significations and all moneys paid therefor, with interest at the ries of self-significations and self-significant process. It is thall not be obligatory upon the Trustee or the noteholder to advance moneys or to pay for any such insurance. If the Grantor(s) take "it any policy of insurance, any loss thereunder shall be deemed payable to the Trustee although not so declared in said policies; and the Trustee is hereby authorized and empowered to collect the same, with or without suit, and give receipts therefor.

The Trustee or noteholder is hereby empowered to adjust, collect, and commonlyse, in its discretion, as it discretion as its discretion as

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In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Trustee is hereby empowered to collect and receive, for the benefit of the holder of said principal note, all compensation which may be paid for any property taken or for damages to any property not taken, and all condemnation money so received shall be forthwith applied by the Trustee, as it, or the noteholder may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, upon the same conditions and with the same effect as provided in the jast preceding paragraph with reference to the application of insurance moneys recovered by the Trustee.

It is further covenanted and agreed that, in case of default in making payment of said note, or any installment due in accordance with the terms thereof, either of principal or interest, or of any breach by the Grantor(s) of any of the covenants or agreements herein, then the whole of the indebtdness hereby secured, including the principal sum and all accrued interest thereon, shall at once, at the option of the Trustee or the legal holder of said principal note, become immediately due and payable, without notice to the Grantor(s), with like effect as if the same had then matured by express terms.

as if the same had then matured by express terms.

Upon any such breach the Grantor(s) hereby walve(s) all right to the possession, income, and rents of said premises, and thereupon it shall be lawful for the Trustee or noteholder, and each or either of them, is hereby expressly authorized and empowered to enter into and upon and take possession of the premises hereby conveyed, to lease the same, collect and receive all the rents, issues, and profits thereof, and apply the same, less the necessary expenses for collection thereof, for the care, operation, and preservation of said premises, including the payment of Trustee's fees, insurance premiums, costs of operation of said premises, taxes, assessments, interest, penalities and water charges, or at the election of the Trustee or noteholder, in its or his sole discretion, to apply all or any part thereof to a reduction of said indebtedness; and it is further expressly covenanted and agreed that, upon any such breach, the legal holder of said principal note, or the Trustee for his benefit, shall have the right to immediately foreclose this trust deed, and upon the filing of any bill or that purpose, the court in which such bill is filed may at once, or at any time thereafter, either before or after foreclosure sale, and without ordice to the Grantor(s), or to any party claiming under said Grantor(s) and without regard to the solvency or insolvency at the time of such application for a receiver, of the person or persons then flable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied, in whole or in part, as a homestead by the owner of the equity of redemption, and without requiring any bond from the complainant in such proceeding, appoint a receiver for the benefit of the holder of the indebtedness secured hereby, with power to take possession, charge, and control of said premises, to lease the same, to keep the buildings

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UNOFFICIAL COPY RIDER ATTACHED TO AND EXPRESSLY MADE A. PART OF THAT CERTAIN TRUST DEED DATED DECEMBER 26, 1974 ROY PRYCE AND MYRA PRYCE Mortgagors do further opvenant and agree that they will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the mortgaged premises, to any third party, so long as the debt secured hereby subsists, without the advance written consent of the mortgagee or its assigns, and further that in the event of any such transfer by the mortgagors without the advance written consent of the mortgage or its assigns, the mortgage or its assigns may, in its or their sole discretion, and without notice to the mortgagor, declare the whole of the debt hereby secured immediately due and payable. Myda Pryce

thereon insured and in good repair, and to collect all the rents, issues, and profits of said premises during the pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency, during the full statutory period of redemption; and the court may, from time to time, authorize said receiver to apply the net amounts remaining in his hands, after deducting reasonable compensation for the receiver and his solicitor to be allowed by the court, in payment (in whole or in part) of any or all of the following items: (1) amount due upon the indebtedness secured bereby, (2) amount due upon any decree entered in any sult foreclosing this trust deed, (3) insurance premiums or repairs, as afore-said, upon the improvements upon said premises, or (4) taxes, special assessments, water chages, and interest, penalties and costs, in connection therewith, or any other lien or charge upon said premises that may be or become superior to the lien of this trust deed, or of any decree foreclosing the same.

It is further expressly covenanted and agreed by the Grantor(s) that, in case of foreclosure of this trust deed in any court of law or equity, or the commencement of foreclosure proceedings or preparation therefor, all expenses of every kind paid or incurred by the Trustee or noteholder, in or about the enforcement, protection, or collection of this security, including reasonable Trustee's fees, attorney's fees, and stenographer's fees of the complainant in such proceedings or preparation therefor, and also all outlays for documentary evidence and the cost of a complete abstract of title to said premises, and for an examination or opinion of title for the purpose of such foreclosure, shall be paid by the Grantor(s), and that all similar fees, costs, charges, and expenses paid or incurred by the Trustee, or by any holder of all or any part of the indebtedness secured hereby, in any other suit or legal proceeding in which any or either of them shall be or be made a party by reason of this trust deed, shall also be paid by the Grantor(s) and that all such fees, costs, charges and expenses, shall constitute so much additional indebtedness secured by this trust deed, shall be allowed in any decree of foreclosure hereof. No proceeding to foreclosure this trust deed, whether decree of foreclosure shall have been entered therein or not, shall be dismissed, nor shall a release of this trust deed be given until all such expenses, shall have been paid.

There shall he is clustered foreclosure shall have been paid out of the proceeds, shall have been paid.

There shall be included in any decree foreclosing this trust deed and be paid out of the rents, or out of the proceeds of any sale made in pursuance of any such decree. (1) all the costs of such suit; or suits, advertising, sale, and conveyance, including attorney's, stenographer's and trustee's feets, outlays or drammentary evidence and cost of said abstract and examination or opinion of title; (2) all the moneys advanced by the Trustee, or by the non-sholder, for any purpose authorized in this trust deed, with interest on such advances at the rate of with proceeds a sunually; (3) at the rate of the proceeds of sale, if any, shall then be paid to the Grantor(s), on reasonable request.

Notwithstanding any subsequent at ansion of the time of payment of the principal note hereby secured, or any installment thereof, the liability of the maker(s) thereof shall no event cease until the payment in full with interest of all indebtedness hereby secured.

The Grantor(s) and the Maker(s) tur' er (venant(s) and agree(s) that no claim will be made for credit for any payment on account of the principal indebtedness hereby secured, 'aic as such payment shall have been endorsed on said principal note at the time of making the same, and that no bona fide innocent note lold, risking before maturity, shall be effected as to the benefit of this security by any equities or matters of defense which may exist in favor o' any party interested against any prior holder of the note held by such noteholder.

The word "noteholder," wherever used herein, it is the holder or holders of said principal note.

It is expressly agreed by the parties hereto that in as the holder of holders of said principal hole.

It is expressly agreed by the parties hereto that in as the State of Illinois shall hereafter pass any law imposing a specific tax on notes, bonds, or other evidences of indebtedness secured by mortgage or trust deed of real estate, or in case the laws of Illinois now in force relating to taxes on trust deeds, mortgages, or notes, bonds, or other evidences of indebtedness secured by trust deed or mortgage shall be in any way changed, as a result of which the Trustee, mortgage 3, or inclear of such notes, bonds, or other evidences of indebtedness may become chargeable with the payment of such tax, then and in any such event the Grantor(s) will pay to the Trustee or noteholder, within twenty (20) days after written notice thereof, the amount of any the indebtedness hereby secured shall, at the option of it en it teholder, become immediately due and payable without notice, provided, however, that the Grantor(s) shall not be required to pay any true. "As in excess of an amount which, when added to the interest and other charges to be paid by the Grantor(s), would exceed the maximum in it wit I interest rate allowed in the State of Illinois.

It is further covenanted and agreed that the various rights, powers, op elections, appointments, and remedies contained in this trust deed shall be construed as cumulative, and no one of them as exclusive of he others, or of any rights or remedies allowed by law, and that all conditions, covenants, provisions, and obligations herein contained, and all ric. as reunder shall run with the land hereby conveyed and shall extend to and be binding upon, and inure for the benefit of the heirs, exclusive administrators, successors, and assigns of the respective parties hereto, provided always that neither said Trustee nor the notehold at, nor any of their agents or attorneys, shall incur any personal liability for acts or omissions hereunder, except in case of its, his, or then, we goes negligence or misconduct. No delay or omission to exercise any right or power accruing upon any default continuing as aforesal isn't limpair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such rights of power may be exercised from time to time as often as may be deemed expedient.

The Trustee or the noteholder shall have the right to inspect the premises at all reasonable up as and access thereto shall be permitted

In case said Continental Illinois National Bank and Trust Company of Chicago shall be succeeded, either immediately or successively, through merger, consolidation, liquidation, assignment, transfer of a major portion of its assets, or other is to be any banking corporation, State or Federal, exercising trust powers, then such successor shall, by virtue of such successors in Jecome Trustee hereunder, with identical powers and authority, and the title to said premises shall thereupon forthwith, and by this instrument brown vested in such successor, as Trustee, for the uses and purposes aforesaid, without the necessity of any further transfer or convey noe. The Trustee shall be entitled to reasonable compensation for any and all acts performed hereunder, including the release of this trust deed.

The Trustee at any time acting hereunder may resign or discharge liself of and from the trust hereby created as a resignation writing filed in the Office of the Recorder or Registrar of Titles of the county in which this instrument shall have been recorded or filed.

In case of the resignation or refusal to act of the Trustee at any time acting hereunder, then and in such event and in the following order (1) Chicago Title and Trust Company, an illinois Corporation, and (2) the Recorder of Deeds of the county in which the markaged property is situated, are hereby respectively designated and appointed as successors in trust under this trust deed, with Ident cal powers and authority, and the title to said premises shall thereupon become and be vested in such successors in trust, respectively, for the uses and purposes aforesaid.

If any Grantor is a corporation it hereby waives any and all rights of redemption from sale under any order or decree of foreclosures trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of such Grantor, acquiring attention to the premises subsequent to the date of this trust deed.

See Rider(s) attached hereto and made a part hereof.

Witness, the hand(s) and seal(s) of said Grantor(s) the date fir

THIS INSTRUMENT WAS PREPARED BY JOSEPH M. TWO 231 SD. LA SALLE ST CHICAGO, ILLINDIS 60693 STATE OF ILLINOIS | 88. LRKE

(SEAL)

said, DO HEREBY CERTIFY that the within named Roy Pryce and Myra Pryce, his wife

subscribed to the forepersonally known to me to be the same person(s) whose name(s) going 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 and deed; for the uses and purposes therein set forth, including the release and waiver of the right of homested $3.9 B \cdot D_0$

Sites under my hand and notarial seal, this

My Commission Explice Suplantier 18, <u>1977</u>

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U B L.Notary Public

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