



057700 TRUST DEED

CHARGE TO CERT

22 987 526

THIS INSTRUMENT made October 29 1974

CHARLES W. SMITH and DIANE R. SMITH, his wife

CHIEF OF THE FIRST NATIONAL BANK OF CHICAGO

an Illinois corporation doing business at Chicago, Illinois, hereinafter referred to as the "Trustee"

THAT WHEREAS the Mortgage is justly indebted to the legal holder of said legal holder or holders being herein referred to as the "Mortgagee" of the sum of

**SEVENTEEN THOUSAND and 10/100** ----- (\$17,000.00)

evidenced by one certain ~~document~~ Note of the Mortgagee of over the

and delivered it and by what said Note the Mortgagee is to be repaid

from date of the balance of the said Note

of thirteen and one-half

per annum

payment of principal and interest of the same paid shall be on the 27th day of January

All such payments on account of the indebtedness evidenced by the said Note shall be made to the

balancer and the remainder to principal provided that the principal shall be paid at the rate of

13 1/2 per annum and all such principal payments shall be made to the

company in Hoffman Estates, Illinois

appoint and in absence of such appointment hereinafter referred to as the "holder"

in said City

NOW THEREFORE the Mortgagee assigns the payment of the said Note and the performance of the covenants and conditions and limitations of this trust deed and the performance of the covenants and conditions and limitations of the said Note in full consideration of the sum of one Dollar in hand paid to the Trustee by the Mortgagors and assigns to the Trustee its successors and assigns the following described Real Estate and all of their interest therein to wit

**Cook**

**Lot 14323 in Section 1 in Weathersfield Unit No 14 being a Subdivision in the North 1/4 of Section 28, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded August 13, 1968 as Document No. 20583111 in Cook County, Illinois.**

This instrument was prepared by: Ronald M. DuPlessis, Attorney at Law, 525 W. Higgins Road, Hoffman Estates, Illinois 60172.

which with the property hereinafter described is referred to herein as the premises

TOGETHER with all improvements tenements easements fixtures and appurtenances thereunto in anywise appertaining and all other things and interests in and to the premises and during and during all such times as Mortgagee may be entitled therein which are pledged primarily and to be paid with said Note and interest thereon and all apparatus equipment or articles now or hereafter thereon or thereon used to supply heat gas or conditioning water light power or fire (whether single units or centrally controlled) and ventilation including without restricting the foregoing screens window shades storm doors and windows floor coverings madon beds awnings stoves and water heaters All of the foregoing are to be a part of said real estate and the premises attached thereto or not and it is agreed that all similar apparatus equipment or articles hereafter placed on the premises by the Mortgagee 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 to the premises and quit to be and quit to be a fourth free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois when said rights and benefits on Mortgagee 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 the trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagee their heirs successors and assigns

IN WITNESS the hand of Charles W. Smith and seal of Mortgagee the day and year first above written

(SEAL) Charles W. Smith (SEAL)

(SEAL) (SEAL)

1. the undersigned

SS. a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT **CHARLES W. SMITH and DIANE R. SMITH, his wife**

who are personally known to me to be the same person s whose name s 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 29th day of October, 1974

Ronald M. DuPlessis Notary Public

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

1. Mortgagors 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 mechanic's 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. Mortgagors 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 Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors 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 herebefore required of 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 if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or subject 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 on account of any default hereunder on the part of Mortgagors.

5. 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 office 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 thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned with 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 (a) immediately in the case of default in making payment of any installment of principal or interest in 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.

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 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, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended after entry of a decree or procuring all such abstracts of title, title searches and examinations, title insurance policies, townships 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 bidders at any sale 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          per cent per annum, when paid or incurred by Trustee or holders of the note in connection with a proceeding including probate and bankruptcy proceedings to 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 (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparations 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, in payment 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 overplus to Mortgagors, their heirs, 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 to sell 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 a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, or for the intervention 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 or decree of 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 prior to foreclosure sale; (2) the deficiency, in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof 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.

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 be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable 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 indemnities satisfactory to it before exercising any power herein given.

13. 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 of the note and of the premises 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 hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested 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 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.

14. Trustee may resign 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 or Registrar of Titles 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 authorities as are herein 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 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 the indebtedness or any part thereof 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 used.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

JAN 20 '75 3 01 PM

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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. 587700

CHICAGO TITLE AND TRUST COMPANY.

By *Rosemary Charajz* Trustee  
*Rosemary Charajz* Real Estate Official, Ill.'s Sec'y / American Bar

MAIL TO: **Ronald M. DuPlessis**  
**Attorney at Law**  
525 W. Higgins Road,  
Hoffman Estates, Ill. 60172

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

409 Savoy Court

Schaumburg, Illinois

PLACE IN RECORDER'S OFFICE BOX NUMBER 533

END OF RECORDED DOCUMENT