

UNOFFICIAL COPY

SEP 25 9 55 984 G

COOK COUNTY, ILLINOIS
FILED FOR RECORD



SEP 26 1972 12 20 PM

TRUST DEED

RECORDED DEEDS

22063807

22 063 807

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made AUGUST 10 1972, between
WILLIAM A. PETERSON and NELLIE PETERSON, his wife, and
RONALD PETERSON, a bachelor, hereinafter referred to as "Mortgagors," and
CHICAGO TITLE AND TRUST COMPANY
an Illinois corporation doing business in Chicago, Illinois, hereinafter referred to as TRUSTEE, witnesseth
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder of the Instalment Note hereinafter described,
said Note being hereinafter referred to as Holders of the Note, in the principal sum of SEVEN THOUSAND
AND NO/100 Dollars,
evidenced by certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~XXXXXX~~
OAK LAWN TRUST & SAVINGS BANK
and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest
from DATE on the balance of principal remaining from time to time unpaid at the rate
of SEVEN AND ONE HALF per cent per annum in installments including principal and interest as follows:

EIGHTY-THREE AND 10/100 Dollars on the 20TH day
of SEPTEMBER 1972 and EIGHTY-THREE AND 10/100 Dollars on the
20TH 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 20TH day of AUGUST 1982.
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 installment unless paid when due shall bear interest at
the rate of EIGHT per annum, and all of said principal and interest being made payable at such banking house or trust
company in OAK LAWN 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 OAK LAWN TRUST & SAVINGS BANK
OAK LAWN, ILLINOIS

NOW, THEREFORE, the Mortgagors to secure the payment of 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 Five Dollar in hand paid, the receipt whereof is hereby acknowledged, do hereby 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:
Lots 10 and 11 in Block 7 in 1st Addition to H.O. Stone and Company's
95th Street Columbus Manor being a subdivision of the South East 1/4
of the North West 1/4 of the North West 1/4 of the South West 1/4 of
the North West 1/4 of Section 8, Township 37 North, Range 13 East of
the Third Principal Meridian, in Cook County, Illinois.

500

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 rent, issue and profits thereon for so
long and during all such times as Mortgagors may be entitled thereto, which are pledged primarily and of a parity with said real estate, and not secondarily,
and all apparatus, equipment or articles now or hereafter thereon 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, windows, shades, storm doors, and
windows, floor coverings, major 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,
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 S and seal S of Mortgagors the day and year first above written.
[SEAL] William A. Peterson [SEAL]
[SEAL] Nellie Peterson [SEAL]
[SEAL] Ronald Peterson [SEAL]
STATE OF ILLINOIS, ss. Roberta A. Cartwright
County of COOK, ss. William A. Peterson and Nellie Peterson, his wife,
and Ronald Peterson, a bachelor,
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 10th day of August 1972.
Roberta A. Cartwright 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 situated on the premises which may become damaged or be destroyed; 2. keep said premises in good condition and repair, without waste, and free from incumbrances or other liens or claims for any reason, but 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. comply within a reasonable time with 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 ordinances.

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 which due and shall upon written request, furnish to Trustee, if to holders of the note, duplicate tax receipts for. 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 and premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the loss or to pay in full the indebtedness secured hereby by all insurance companies 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 cashed 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 date of expiration.

4. In case of default hereon, Trustee or the holder of the note may, but need not, make any payment or perform any act heretofore 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, in 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 forfeiture affecting said premises, or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees and any other monies 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 paid by such holders of the note, and without notice to Mortgagors, and shall be immediately due and payable without notice and with interest thereon at the rate of ten percent per annum, fraction of Trustee or holder of the note shall not be considered as a waiver of any right existing to them or account of any default hereunder or the part of Mortgagors.

5. Trustee or the holders of the note, by their secured making any payment here by authorized relating to taxes or assessments, may do so according to any judgment of estimate prepared 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 said interest 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 Mortgagors, any or paid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable, immediately in the case of default in making payment of any installment of principal or interest on the note, when default shall occur and continue for three days in the performance of any other agreement of any holder of the Mortgagors herein contained.

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 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, appraisers' fees, millages for determining and ascertaining, disbursements, charges, publication costs and costs, which may be estimated as to items to be expended after entry of the decree for foreclosing of this title search and examination, title insurance policies, Torrens certificates and similar data and assurances with respect to title, and the holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders of any sale which may be had by the holders of the note, the validity of the second lien of the title to or the value of the premises. All expenditures and expenses of the parties in this paragraph mentioned shall be paid by the holders of the note, and shall be immediately due and payable, with interest thereon at the rate of seven percent per annum, when paid or incurred by Trustee or holders of the note in connection with a any proceeding including probate and bankruptcies, proceedings of the Federal or State Courts, or in any proceeding by a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured on, or payment or non-payment of any sum for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced, or in any proceeding by a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises hereof, shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, and second, on account of such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute as, and indebtedness to that is secured by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, except any amounts payable to Mortgagors, their heirs, agents, representatives or assigns, as their rights may appear.

9. Upon or at any time after the filing of a bill to foreclose the lien hereof, 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 regard to the success or insolvency of Mortgagors at the time of application for such receiver and without regard to the then status 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 delivery of the premises during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except 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 make any payments in whole or in part.

10. The indebtedness hereby secured, 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, prior to foreclosure sale, 2. the deficiency in case of a sale and deficiency.

11. No action for enforcement of the terms of 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 or the holders of the note shall have the right to inspect the premises, at reasonable times and access thereto shall be permitted for that purpose.

13. 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 acts or 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 Trustee before exercising any power herein given.

14. 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 hereof 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, said 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 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.

15. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in 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 this State, 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 herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

16. 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 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.

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.

CHICAGO TITLE AND TRUST COMPANY

By

Eosann [Signature]

Assistant Secretary / Assistant Vice President

MAIL TO:

OAK LAWN TRUST & SAVINGS BANK
4900 West 95th Street

Oak Lawn, Illinois 60454

PLACE IN RECORDER'S OFFICE BOX NUMBER

533

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

9820 South Marion

Oak Lawn, Illinois 60453

END OF RECORDED DOCUMENT