

# UNOFFICIAL COPY

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SEP 29 6 16 66 012 K

## This Indenture,

Made this 25th day of September, 1972. WITNESSETH, that the Grantor, WARREN JOHNSON, JR., divorced and not since remarried,

of City of Chicago in the County of Cook and State of Illinois, is justly indebted in the principal sum of TWO THOUSAND AND NO/100 (\$2,000.00)-----DOLLARS to the legal holder or holders of the principal promissory note hereinafter described, bearing even date herewith, made payable to Bearer and by the grantors duly delivered.

5-052

Said principal note being for the sum of TWO THOUSAND AND NO/100 (\$2,000.00) DOLLARS due and payable FORTY AND 56/100 (\$ 40.56) DOLLARS on the 8th day of November, 1972 and FORTY AND 56/100 (\$40.56) DOLLARS on the 8th day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on OCTOBER 8, 1977; said payments to include interest at the rate of 8% per annum, payable monthly on the whole amount of said principal sum remaining from time to time unpaid;

which said principal and interest installment bear interest after maturity at the rate of 8% per annum, and all of said principal and interest are payable in legal tender of the United States of America at the office of First National Bank of Cicero, Illinois.

NOW, THEREFORE, the said Grantors, for the better securing of the payment of the said sum of money and interest thereon and the performance of the covenants and agreements herein contained, do by these presents convey and warrant unto FIRST NATIONAL BANK OF CICERO, a corporation created and existing under the laws of the United States of America and doing business in Cicero, Cook County, Illinois, as Trustee, and to its successors in trust, the following described real estate, to-wit:

Lot 4 and the East 1 foot of Lot 5 in Block 9 in Ashland Second Addition to Chicago in Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,



situated in the County of Cook and State of Illinois, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof and the right to receive possession thereof, and all improvements now standing or that may hereafter be erected thereon, and all refrigerators, gas stoves, window shades, screens, heating apparatus and other equipment and fixtures now or hereafter used in said premises or in the operation thereof, without regard to whether such equipment be physically attached to said premises or not, to have and to hold the above described premises with the appurtenances and fixtures unto the said Grantee and to its successors forever for the purposes, uses and trusts herein set forth, and in the event this trust deed shall describe more than one principal note, then for the equal security of all of such notes without preference or priority of any one of said principal notes over any of the others by reason of the priority of maturity or of negotiation) and the Grantors do hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois.

AND the said Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, covenant and agree as follows: To pay promptly principal and interest due and to become due on prior encumbrance, if any, so pay the indebtedness hereby secured and the interest thereon as herein and in said notes provided; to pay, before any penalty shall attach thereto, all taxes and assessments, or installments thereof, levied upon said premises; to commit or suffer no waste to said premises; to suffer no liens of mechanics or material men, or other claims to attach to such premises; and to keep all buildings and fixtures which may be upon said premises at any time during the continuance of said indebtedness insured against loss or damage by fire or wind or other risks (commonly known as "extended coverage") to the full insurable value thereof in such insurance company or companies as may be approved by the Trustee or the holder or holders of the principal notes and to deliver all insurance policies to the Trustee or such holder or holders, all such policies to include the usual Mortgagee or Trustee clause which shall provide that all sums recoverable upon the same shall be payable to the Trustee, and the Grantors agree that in the event of a loss or damage to the said premises, or any portion thereof, by fire or otherwise, the Trustee shall have the exclusive right to adjust, collect, settle, compromise or litigate any claims against insurance companies and the Trustee's action in this regard shall be conclusive as against the Grantors and all sums thus recovered, if any, shall be held, disbursed and applied as the Trustee may see fit for the holder or holders of the principal notes direct, either in reduction of the unpaid principal indebtedness or to the restoration or repair of the said premises. All such policies and all renewals thereof shall be delivered as aforesaid before the expiration of any then existing insurance and in the event of the failure of the said Grantors so to pay said taxes and assessments or any installments thereof, or to pay any such liens of mechanics or material men, or to keep said buildings insured, or to deliver the said insurance policies or any of them as aforesaid, the Trustee or the holder or holders of said principal notes, or of any of them, may pay such taxes or assessments, or discharge or purchase any such lien or title affecting said premises, or may procure such insurance, or settle any lien of any mechanic or material man, or other claim against said property, and all moneys so paid and any other moneys disbursed by the legal holder of said indebtedness to protect the lien hereof, with interest thereon at the highest rate for which it is now in such case lawful to contract, from the date of payment, shall be so much additional indebtedness secured hereby, and it shall not be obligatory upon the holder of said indebtedness to inquire into the validity of any such tax liens or titles, taxes or special assessments or sales thereof, or into the validity of any lien of mechanics or material men, or of other claim attaching to said property, in advancing moneys in that behalf as above authorized.

In the event of a breach of any one of the aforesaid covenants or agreements, or in case of default in the payment of any note secured hereby, or any installment of interest thereon, according to the terms thereof, the whole of said principal indebtedness, together with the accrued interest thereon, shall, at the election of the legal holder or holders thereof (which election may be made at any time after such default without notice), become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, in like manner as if all of said indebtedness had then matured by lapse of time.

It is further agreed by the Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, that in case a right of foreclosure or other right of action shall arise hereunder in any of the manners above specified, the legal holder or holders of said principal notes or of any part thereof, or the said Trustee for the benefit of such holder or holders, shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as may be necessary; that all expenses and disbursements, paid or incurred in behalf of the plaintiff in connection with the foreclosure hereof—including reasonable attorneys' fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing an abstract of title or a letter, opinion or minutes for foreclosure, showing the whole title to said premises embracing foreclosure decree—shall be paid by the Grantors; that the like expenses and disbursements, occasioned by any suit or proceeding wherein the Trustee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantors; that such fees, expenses and disbursements shall be an additional lien and charge upon said premises secured by this trust deed shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; and that such proceedings shall not be dismissed, nor a release hereof given, until all such fees, expenses and disbursements, and the costs of suit, have been paid.

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The Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, waive all right to the possession of and income from said premises pending such foreclosure proceedings and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this trust deed the court in which such bill is filed may at once and premises with power to collect the rents, issues and profits of the said premises, during the pendency of such foreclosure suit and until the full time allowed by law to redeem the same from any sale thereunder shall expire, irrespective of any redemption that may have been made prior to the expiration of said full period.

When the said notes and all expenses accruing under this trust deed shall be fully paid, the Trustee or its successor shall release this trust deed and reconvey all of said premises remaining unsold to the said Grantors or their heirs or assigns, upon receiving its reasonable charges therefor. The Trustee may in the exercise of its discretion accept the production of the principal notes duly canceled as sufficient proof of the payment of the indebtedness secured hereby, and may waive the production of any or all of the interest coupons at the time of releasing this Trust Deed. In case of the resignation, inability or refusal to act of said Grantee, then Chicago Title and Trust Company is hereby appointed and made successor in trust herein, with like power and authority as is hereby vested in said Grantee.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Richard R. Olson*  
RECORDER OF DEEDS

SEP 29 '72 1 24 PM

22069019

IN THE EVENT THE GRANTORS HEREIN CONVEY THESE PREMISES, THIS MORTGAGE AND NOTE, SECURED BY THIS TRUST DEED, SHALL BE DUE AND PAYABLE ON DEMAND, NOTWITHSTANDING ANY TERMS HERETO THE CONTRARY AS TO TIME OF MONTHLY PAYMENTS OR IN PAYMENT OF THE FINAL BALANCE.

If the Grantor in this instrument is one individual, then the word "Grantors" and all verbs, pronouns and other words qualifying, applying or referring to the same in this instrument shall be construed as if the same had been written in the singular, and if his trust deed secures only one principal note, then the word "notes" as used herein shall be held to mean such note.

WITNESS the hands and seals of the said Grantors the day and year first above written.

*Warren Johnson, Jr.* (SEAL)  
Warren Johnson, Jr. (SEAL)  
\_\_\_\_ (SEAL)  
\_\_\_\_ (SEAL)

STATE OF ILLINOIS } ss.  
COUNTY OF COOK }

I, KATHLEEN DAVID  
A NOTARY PUBLIC in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY, That WARREN JOHNSON, JR., divorced and  
not since remarried,

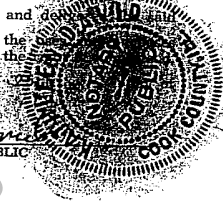
personally know, to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act, for the purposes therein set forth, including the release and waiver of the same.

GIVEN under my hand and notarial seal this  
September 27, 1972

The principal note mentioned in the within  
Trust Deed has been identified herewith.  
Register Number Loan No. 3918  
FIRST NATIONAL BANK OF CICERO, Trustee.

*Frank L. Demark*  
Executive Vice President

*Kathleen Davis*  
NOTARY PUBLIC



BOX 984

Trust Deed

Warren Johnson, Jr.

TO  
FIRST NATIONAL BANK  
OF CICERO  
TRUSTEE

FIRST NATIONAL BANK OF CICERO  
6900 CERMAK ROAD  
CICERO 50, ILLINOIS

END OF RECORDED DOCUMENT