

68-826D
61-12-001



TRUST DEED

22 082 580

Form 807 Rev. 5-62



THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made October 6, 1972, between

GORDON H. WEYERMULLER and BEVERLY J. WEYERMULLER, his wife,

herein referred to as "Mortgagors," and
CHICAGO TITLE AND TRUST COMPANY,

an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note herein-
after described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of
SIXTY THOUSAND AND NO/100 (\$60,000.00) Dollars,
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER
OF ~~BEVERLY~~ KAHN-LEVINKIND, INC., an Illinois corporation,
and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from
October 6, 1972 on the balance of principal remaining from time to time unpaid at the rate of
8-1/4 per cent per annum in instalments as follows: Five Hundred Eighty-two & 09/100
(\$582.09)

Dollars on the 15th day of December 1972 and Five Hundred Eighty-two & 09/100
(\$582.09)

Dollars on the 15th 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 15th day of November 1987
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 instalment unless paid when due
shall bear interest at the rate of ~~seven~~ per cent per annum, and all of said principal and interest being made payable at
such banking house or trust company in Chicago, 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 KAHN-LEVINKIND, INC.
in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, pro-
visions 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 One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WAR-
RANT 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 City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS,
to wit:

The Twenty-one (21) feet South of and adjoining the North Twenty-five (25) feet
of the West 129.28 feet more or less of Lot Seven (7) in Bronson's Addition to
Chicago in the North East Quarter (N. E. 1/4) of Section Four (4), Township
Thirty-nine (39) North, Range Fourteen (14), East of the Third Principal
Meridian, in Cook County, Illinois,

500

22 082 580

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 rents, issues and profits thereof
for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and
not secondarily) and all apparatus, equipment or articles now or hereafter therein 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, window
shades, storm doors and windows, floor coverings, indoor 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, free from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights
and benefits the Mortgagors do hereby expressly release and waive. The Rider attached hereto is made a part of
this Trust Deed by reference.

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 mort-
gagors, their heirs, successors and assigns.

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

Gordon H. Weyermuller [SEAL] [SEAL]
Beverly J. Weyermuller [SEAL] [SEAL]



I, Aron Kahn
ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
GORDON H. WEYERMULLER and BEVERLY J. WEYERMULLER,
his wife,

who are personally known to me to be the same persons whose names 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, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 11th day of October, A.D. 1972.

Aron Kahn
Notary Public.

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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 windstorm 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 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 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 date 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 hereinbefore 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 release from any tax sale or forfeiture affecting said premises or contest 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 ~~seven~~ ^{eight} per cent 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, 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, 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 on 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 the lien hereof in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for 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 a percentage to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens 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 seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any 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 or for the purpose to foreclose whether or not actually commenced; or (c) preparation of such 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, on account 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 of 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, 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 are usual 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 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.
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 intervening 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, 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 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 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, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed 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 executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine 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 of Deeds 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 authority 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 successors 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.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

OCT 12 1972 1 29 PM

James R. Olson
RECORDER OF DEEDS

22082580

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No.

CHICAGO TITLE AND TRUST COMPANY, as Trustee.

by *Goswami*
Assistant Secretary
Assistant Vice President
Assistant Trust Officer

FOR RECORDERS INDEX PURPOSES
IDENTIFY STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

1337 North Dearborn Parkway

Chicago, Illinois

DELIVER TO
NAME
STREET
CITY

OR
RECORDER'S OFFICE BOX NUMBER 609

UNOFFICIAL COPY

RIDER

The provisions of this Rider are made a part of the Trust Deed to which this Rider is attached.

TAX DEPOSIT CLAUSE: In addition to the other payments of money to be made by Mortgagor (or First Party), as provided herein, the Mortgagor (or First Party) agrees to deposit with Kahn-Levinkind, Inc., Chicago, Illinois, or with such other person, firm or corporation as the holder of the note secured hereby may from time to time designate, on each mortgage instalment payment date, an amount estimated by Kahn-Levinkind, Inc., and/or the legal owner and holder of the note secured hereby, to be sufficient to meet accruing taxes, based upon the most recent tax bill. Mortgagor (or First Party) shall make up any deficiency when the tax bills are due and payable. Any surplus funds so deposited may be retained for credit to Mortgagor's (or First Party's) reserve for taxes subsequently payable, or refunded to Mortgagor (or First Party) or successors or assigns, as the owner of the indebtedness may elect. No interest is to be credited or paid for or on account of said tax deposits by any one who may hold such funds pursuant hereto.

It is further agreed that Kahn-Levinkind, Inc., and/or the legal owner and holder, shall not be required to make real estate tax payments for which insufficient funds are on deposit. It is further agreed that Kahn-Levinkind, Inc., and/or the legal owner and holder, shall not be required to inquire into the validity or accuracy of any tax bill before making payment of the same and that nothing herein contained shall be construed as requiring Kahn-Levinkind, Inc., and/or the legal owner and holder, to advance other monies for such purposes, and Kahn-Levinkind, Inc., and/or the legal owner and holder, shall not incur any liability for anything it or they may do or omit to do hereunder.

Any failure of Mortgagor (or First Party) to comply with the provisions hereof shall be construed and taken to be a default under this trust deed and shall entitle the trustee or the legal owner or holder of said note secured hereby to the same rights and remedies as in the case of any other default as herein provided.

Covenants Regarding Governmental Regulations and Changes and Alterations in Structure and Use:

The Mortgagors covenant and agree that the mortgaged premises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of the City of Chicago, and any other governmental board, authority or agency having jurisdiction over the mortgaged premises; and that the exterior and interior structural arrangements including (but not to the exclusion of others) walls, rooms and halls, shall not be changed or altered without first obtaining the written consent of Mortgagee or Trustee, as the case may be, and the holder of the note secured hereby to such specific changes or alterations.

The Mortgagors will not suffer or permit any change in the nature or character of the operation of said premises which will increase the intensity of the use thereof, save and except upon the written approval and consent of Mortgagee or Trustee, as the case may be, and the holder of the note secured hereby, to said change or alteration, first had and obtained.

Failure on the part of Mortgagors to so maintain, repair and operate the mortgaged premises or to keep and perform all of the foregoing provisions regarding operation and use of said premises, shall be and is hereby constituted an event of default hereunder, and in such event the entire principal sum of the debt hereby secured shall become due and payable as herein provided.

The Mortgagors represent and agree that the proceeds of the note secured by this Trust Deed will be used for the purposes specified in Paragraph 4(c) of Chapter 74 of the 1965 Illinois Revised Statutes, and that the principal obligations secured hereby constitute a business loan which come within the purview of said Paragraph.

Gordon H. Weyersmiller (SEAL)

Beverly J. Weyersmiller (SEAL)

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END OF RECORDED DOCUMENT