## UNOFFICIAL COPY

22 208 875 COOK COUNTY ILLINOS eldry R. Chen

	1973 FEB 2	PM 2 05 LL LOO 0/3	,
TRUST DEED (Illinois) For use with Note Form 1448 (Monthly payments including interest)	FFD 2 77	/ 2220007F A -	_ 0 510
(Monthly payments including interest)	1 15 15 15 15 15 15 15 15 15 15 15 15 15	12968 • 22208375 · A -	- Rec 5.10
	ı	The Above Space For Recorder's Use Only	
THIS INDENTURE, made Dec	22, 19_72, be	tween <u>Benjamin H. Davis &amp; M</u>	attie B. Davis
1	1 Prod 1 T 0	herein referred	i to as "Mortgagors," and
Raymond Clifford, Tri	The Where Mereeses are	ampion, Successor Trustee justly indebted to the legal holder of a pr	incipal promissory note,
nerein referred to as "Trustee," witnesseth: ermed "Installment Note," of even date h	erewith, executed by Mortgagors	s, made payable to Bearer	
nd delivered, in and by which note Mortga	gors promise to pay the principal	sum of	
Three Thousand Eight I	time to time uppoid at the rate	/100 Dollars, and interest from  of per cent per annum, such p	rincipal sum and interest
- be seen the importal bounds on follows:	Sixty Three and (	00/100	Dollars
. is 10th and Feb.	19 2 ₹ and — ₽ €	ttu intee the control	Dollars
. 10+1	ash shareafter until raid note is f	ully paid, except that the final payment of pri	ncipal and interest, if not
		28; all such payments on account of the deprincipal balance and the remainder to principal to hear interest after the date for payments.	
of said installments for stiff line principal,	to the extent not paid when du	barrel West and Don't	it thereof, at the rate of
per cent per annur, an l all such p	ayments being made payable at	Drexel Nativital Bain	note further provides that
or at such the place as	the legal holder of the note may, without notice, the principal sun	from time to time, in writing appoint, which are no remaining unpaid thereon, together with accrual shall occur in the navment, when due, of an	ued interest thereon, shall
become at once due and payable, at ir a pi ce	or payment atoresaid, in case deta	and dentinue for three days in the performance	e of any other agreement
ontained in this Trust Deed (in which then	for payment notice of dishonor.	protest and notice of protest.	,,
NOW THEREFORE, to secure the par	nent of the said principal sum	of money and interest in accordance with the erformance of the covenants and agreements and paid, the receipt whereof	he terms, provisions and
mitations of the above mentioned note an	of the Trust Deed, and the proposed ration of the sum of One	erformance of the covenants and agreements e Dollar in hand paid, the receipt whereof its or his successors and assems, the following	is hereby acknowledged,
fortgagors by these presents CONVEY and all of their estate, right, title and interest			ng described Keai Estate,
City of Chicago	COUNTY OF	ook AND STATI	E OF ILLINOIS, to wit:
	hards gube adams of	West \$\frac{1}{2}\$ of the N.W.\$\frac{1}{4}\$ of the N	E = 1
Lot 12 in Block 2 in Snydae	Ker's Subaro sin of	t of the Third Principal Meri	dian.
of Section 17, Township 30	North, Range 12, 348	, by the initial, marper and	
	<b>*</b>		*
		~	
which with the property hereinafter describ	ed is referred to herein as the	"premise ,"	
TOGETHER with all improvements,	enements, easements, and appur	"premise." tenances in etr belonging, and all rents, issu nich rents, iss: es ar d profits are pledged prima or articles now or reafter therein or then	es and profits thereof for writy and on a parity with
o long and during all such times as Mortga aid real estate and not secondarily), and a	Il fixtures, apparatus, equipment	or articles now r reafter therein or there	eon used to supply heat,
as, water, light, power, refrigeration and tricting the foregoing), screens, window sha	des, awnings, storm doors and w	nich rents, iss' es a' d roints are pietget pinner or articles now or reafter therein or then units or centrally on olled), and ventilatio indows, floor cov rin s, inador beds, stoves siess whether physics' attached thereto or r	and water heaters. All
of the foregoing are declared and agreed to	be a part of the mortgaged prem r other apparatus, equipment or	rises whether physica attached thereto or rarticles hereafter placed in the remises by	Mortgagors or their suc-
essors or assigns shall be part of the more	aged premises.	A Service Service for the Toy	-notes and upon the uses
ind trusts herein set forth, free from all rij	nts and benefits under and by	if the of the Homestella Exer in the mine at a	
aid rights and benefits Mortgagors do here This Trust Deed consists of two pages	The covenants, conditions and	provisions appearing on page 2 (t'. re verse same as though they were here set ou. in full	side of this Trust Deed)
			and shall be billing on
Witness the hands and seals of Mortga	gors the day and year first abov	e written.	
V	Bansone B	K) risano	(Seal)
PLEASE PRINT OR	BEJAMIN	T. DAVIS	
TYPE NAME(S) BELOW	MAL.	,	
SIGNATURE(S)	11 allie 2	Zuis(Seal)	
s de la della dell	MATTIE DA	VIS	
tate of Mingan William We. Coo K	55.,	I, the undersigned, a Notary Publ	ic in and for said Courty,
Secretary Office	in the State aforesaid,	DO HEREBY CERTIFY that BETA	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		e to be the same person S whose name S	gre
	subscribed to the forego	ing instrument, appeared before me this day i	n person, and acknowl-
	edged that ThEy sign	ned, sealed and delivered the said instrument for the uses and purposes therein set forth, i	as Their
( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )	free and voluntary act, waiver of the right of h	for the uses and purposes therein set forth, in	ncluding the release and
<b>202</b>	<b>.</b>		7.
iven under my hora and official seal, the		day of DECEMBER	9/2/19/2
omission expires OCTOBE	K 24 19/2	young J.	Notary Public
of mission expures	<i>)</i> *		<u> </u>
10	*	ADDRESS OF PROPERTY: 5519 South Racine	1 12
		Chicago, Ill. 60636	— 🛚 📈 iS
		Unicago, 1116 00030	— ≍I`~~~
CALACTO VICTOR DE LA LA CALACTOR DE LA LA CALACTOR DE LA LA CALACTOR DE LA CALACT	T. NATTONAT. PANY		TICAL 🖂 🚾
NAME	L NATIONAL BANK	THE ABOVE ADDRESS IS FOR STATIS PULPO SOONLY AND IS NOT A PART O	FIGAL E S
NAME	L NATIONAL BANK South King Drive	THE ABOVE ADDRESS IS FOR STATIS PURPOSSIONLY AND AS NOT A PART O TRUST DEED SEND MERBURET WAX BIRLS-10.	FIGAL OM BUT
MAIL TO: ADDRESS 3402	South King Drive	THE ABOVE ADDRESS IS FOR STATIS FULL TO THE STATIS SEND THE STATIS SEND THE STATISTICAL ST	38875
ADDRESS 3401		SEND THE TOTAL AND THE TOTAL A	38875
MAIL TO: ADDRESS 3401	South King Drive	THE STATE OF THE S	208875

## I<del>NOFFICIAL C</del>C

## THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien ot expressly subordinated to the lien hereof; (4) 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; (5) complete within a reasonable time any buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 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 the original or 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 and 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 fêt the benefit of the holders of 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.
- 5. The Trustee or the nole so if the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do coording to any bill, statement of estimate procured from the appropriate public office without inquiry into the accuracy of such bill, stated to restimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each iter of ndebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the p. nci al note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case defaun shall occur and continue for three days in the performance of any other agreement of the Mortgagors have been captured.
- 7. When the indebtedness hereby secured shall have it a right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any so to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expe ses which may be paid or incrured by or on behalf of Trustee or holders of the note for attorneys fees, Trustee's fees, appraiser's fees, outlays for iocumentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after evidence) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and a unances 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 or holders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expranditions despenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediat by 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 councer on with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a pray try, either as plaintiff, claimant or defendent, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the come necessary of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defen of any threatened suit or proceeding which might affect the premises or the security hereof, whet
- 8. The proceeds of the foreclosure sale of the premises shall be distributed and in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as a rementioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional of the three three three proceedings and interest three on as herein provided, third, all principal and interest three on as herein provided, third, all principal and interest three on as herein provided, third, all principal and interest three on as herein provided, third, all principal and interest three ones are the proceedings as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court's which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice will not regard to the solvency of Mortgagors at the time of application for such receiver and without regard to the then value of the pre-lates 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 of said and deficiency, during the full statutory period for redemption, whether there he redemption or not, as well as during any further times when Mortgagor, e. e. ept for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be nece sary o are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period The Cov. 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 indebte as centred hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior of "to "len hereof or of such decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior of "to "len hereof or of such decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior of "to "len hereof or of such decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior of "to "len hereof or of such decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior of "to len hereof or of such decree foreclosures and the provided
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any def use valich 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 the eto 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 obligat. Or or condition this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omis on hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require inder nities satisfactory to him 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 principal 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 principal 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 he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal 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 death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second 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 such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

## IMPORTANT

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

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