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This Indenture, Made February 6

19 73, between FRANCIS X. MILLER

and NORMA J. MILLER, his wife

herein referred to as "Mortgagors," and

Gary-Wheaton Bank

an Illinois banking corporation doing business in Wheaton, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

TEN THOUSAND AND NO/100 ----- Dollars, evaluated by one certain Instalment Note of the Mortgagors of even date herewith, made payable to

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an' le' vered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest --- routhly ----- on the balance of principal remaining from time to time unpaid at

the rate of Seve 1 per cent per annum in instalments as follows: Eighty Nine and 89/100--

Dollars on the 15th

day of March

15th

19 73 and Eighty Nine and

89/100 -- Dol are o the

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 on the 15th day of February 1988. All such payments on account of the indebeddes evidenced by said note to be first applied to interest on the puncipal principal balance and the regioner to principal; provided that the principal of each instalment unless paid when due shall bear interest at the maximum rate permitted by law, and all of said prin-.

cipal and interest being made payable a, such banking house or trust company in Wheaton

Illinois, as the holders of the not may, from time to time, in writing appoint, and in absence of such appointment, then at the often Gary Wheaton Bank in said City,

This Trust Deed and the note secured hereby a. a.c. assumable and become immediately due and payable in full upon vesting of title in other than the grantor(s) of the Trust Deed.

NOW, THEREFORE, the Mortgagors to secure the ps ment of the 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 containe. by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in 1...d paid the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT un of the Trustee, its successors and assigns, the following described Real Estate and all of their estate, 1 ight, it'le and interest therein, situ-

ate, lying and being in the to wit:

, COUNTY OF COOK

AND STATE OF ILLINOIS,

100

Lot 6085 in Section 1 Weathersfield Unit No. 6, being addition in the South East 1/4 of Section 29, Township 41 North, Rarge 10, East of the Third Principal Meridian, according to the plat those of recorded in the Recorder's Office of Cook County, Illinois on March 16, 1926 as document 19,767,895, in Cook County, Illinois.

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

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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

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doors and windows, floor coverings, inador 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 Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

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 gor 4 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 expresses of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a rusor able time any building or buildings now or at any time in process of erection upon said premises; (5) ruly 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. Mortgagor, s'all pay before any penalty attaches all general taxes, and shall pay special taxes, special assessme is, water charges, sewer service charges, and other charges against the premises when due, and shall, upc_written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prever to dis-"the hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all builtings and improvements now or hereafter situated on said premises insured against loss or dat age by fire, lightning or windstorm under policies providing for payment by the insurance companies of receives sufficient either to pay the cost of replacing or repairing the same or to pay in full the indeb edness secured hereby, all in companies satisfactory to the holders of the note, under insurance pulling anyable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such right's to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all _nices, including additional and renewal policies, to holders of the note, and in case of insurance about no 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 colders of the note may, but need not, make any payment or perform any act hereinbefore required of L.c. agors in any form and manner deemed expedient, and may, but need not, make full or partial oay aents of principal or interest on prior encumbrances, if any, and purchase, discharge, comproming a set any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfe ove affecting said premises or contest any tax or assessment. All moneys paid for any of the purpor serie authorized and all expenses paid or incurred in connection therewith, including attorneys' fees. At 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 set ion 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 maximum rate premided by law. 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 pay not hereby authorized relating to taxes or assessments, may do so according to any bill, statement o. est ... at a procured from the appropriate public office without inquiry into the accuracy of such bill, statemer or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim there or

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal a d 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 apthing 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 instalment of principal or interest on the note, or 'h' 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 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 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 maximum rate permitted by law, 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 com-

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mencement 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, 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 uc' bill is filed may appoint a receiver of said premises. Such appointment may be made either left re 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 at his series. Such receiver shall have power to collect the rents, issues and profits of said premises during or pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutor period of redemption, whether there be redemption or not, as well as during any further times when the gagors, 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, reserving, 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 may tax, special assessment or other lien which may be or become superior to the lien hereof or of such deed, as provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sile rand leficiency.
- 10. No action for the enforment of the lien or of any provision hereof shall be subject to any defense which would not be got 1 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 remitted for that purpose.
- 12. Trustee has no duty to examine in: title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust red or to exercise any power herein given unless expressly obligated by the terms hereof, nor be livide in 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 exercine, my power herein given.
- 13. Trustee shall release this trust deed and the new 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 read 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 represente for 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 hears 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 her in 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 be presented and which conforms in advance with the description herein contained of the note and which purports to be executed by the prisors herein designated as makers thereof.
- 14. Trustee may resign by instrument in writing filed in the office of the Rerder 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, then Chicago Title and Trust Company shall 'e the first Successor in Trust, and in case of its resignation, inability or refusal to act the then Recorde of Deeds of the county in which the premises are situated shall be second Successor in Trust. A y Successor in Trust hereunder shall have the identical title, powers and authority as are here 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.

	Wrewesthe	hand a and	seala of Mortg	agors the day an	d year first above	written.
ب	Francis X. M	Um, Il	01 .	Than an	. 0 m:	1611 ·
7	Francis X. M	liller		Norma J	Miller, his	wife [REAL]
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STATE OF ILLINOIS, } ss.			
County of DuPage		-	
I,	the undersigned ublic in and for and residing in said Co	ounty, in the State aforesaid, DO	
a Notary P	CERTIFY THAT Francis X. I	Miller and	3
Norma	T. Miller, his wife		
		ne persons whose name s	№
who <u>are</u> ubscribed	personally known to me to be the san to the foregoing Instrument, appears	ed and delivered the said Instru-	12 N
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