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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, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to

BEAL & B and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest ----- monthly ----- on the balance of principal remaining from time to time unpaid at the rate of Seven percent per annum in instalments as follows: Eighty Nine and 89/100-- Dollars on the 15th day of March 19 73 and Eighty Nine and 89/100 -- Dollars on the 15th 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 19 88. 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 maximum rate permitted by law, and all of said principal and interest being made payable at such banking house or trust company in Wheaton

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 Gary Wheaton Bank in said City,

This Trust Deed and the note secured hereby shall 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 payment 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 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 WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situated, lying and being in the -----, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 6085 in Section 1 Weathersfield Unit No. 6, being a subdivision in the South East 1/4 of Section 29, Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat thereof 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,"

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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Recorder's Office

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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 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 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 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, then Chicago Title and Trust Company shall be the first Successor in Trust, and in case of its 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 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.

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

Francis X. Miller [SEAL]
Francis X. Miller

Norma J. Miller [SEAL]
Norma J. Miller, his wife

_____ [SEAL]

_____ [SEAL]

22 214 245

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

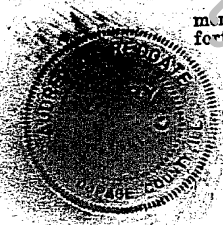
Edwin R. Olson
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STATE OF ILLINOIS, } ss.
COUNTY OF DuPage }

I, the undersigned
a Notary Public in and for and residing in said County, in the State aforesaid, DO
HEREBY CERTIFY THAT Francis X. Miller and
Norma J. Miller, his wife

who are personally known to me to be the same persons, whose name s
subscribed to the foregoing Instrument, appeared before me this day in person
and acknowledged that they signed, sealed and delivered the said Instru-
ment as their free and voluntary act, for the uses and purposes therein set
forth, including the release and waiver of the right of homestead.

GIVE under my hand and Notarial Seal this 3rd
day of Feb, A. D. 1973
Edwin R. Olson
Notary Public.



700

MAIL

AFTER RECORDING
MAIL THIS INSTRUMENT TO

MAIL TO
NAME Gary Wheaton Bank
ADDRESS P.O. Box 998
CITY Wheaton, Illinois 60187
DATE _____ INITIALS _____

IMPORTANT
For the protection of both the doc-
tor and lender, the note sec-
ured by this Trust Deed should be iden-
tified by the Trustee as such herein
before this Trust Deed is filed for
record.

The Instrument No. mentioned in the within
Trust Deed has been identified herewith under
Identification No. GARY - WHEATON BANK

VICE-PRESIDENT
ASSISTANT VICE-PRESIDENT
LOAN OFFICER

Box _____
TRUST DEED
For Instalment Note

To
GARY - WHEATON BANK
Trustee
PROPERTY ADDRESS _____

GARY - WHEATON BANK
East Wesley & North Cross Streets
Wheaton, Illinois 60187

END OF RECORDED DOCUMENT