

UNOFFICIAL COPY

21 *ep* [28-9]



TRUST DEED

22 233 566

61-83-569 CTTC 7
THIS INSTRUMENT, made JANUARY 8 19 23, between

THE ABOVE SPACE FOR RECORDER'S USE ONLY

ERNST BARTH

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 installment Note hereinafter described,
said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of \$90,000.00

Ninety Thousand and no/100ths Dollars,
will be paid by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF DEBARTER
ASSOCIATES CAPITAL COMPANY, INC.
and interest thereon in and by which said Note the Mortgagors promise to pay the said principal sum and interest
on the balance of principal remaining from time to time unpaid at the rate
of _____ per cent per annum in instalments (including principal and interest) as follows

(See copy of Note attached hereto)

Dollars on the _____ day
of _____ 19 _____ and _____ Dollars _____ on
the _____ day of _____ 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 _____ day of _____ 19 _____

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 _____ per annum, and all of said principal and interest being made payable at such banking house or trust
company in _____ 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
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, 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 of which 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, situate, lying and being in the
COUNTY OF _____ AND STATE OF ILLINOIS,
to wit

Lot 1 in Block 2 in Birchwood Beach in Section 29, Township 41
North, range 14 East of the Third Principal Meridian, in Cook County,
Illinois.

500

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 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, in-door 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
Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of the
trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs,
successors and assigns.

WITNESS the hand _____ and seal _____ of Mortgagors the day and year first above written.

Ernst Barth [SEAL] Ernst Barth [SEAL]
[SEAL] [SEAL]

STATE OF ILLINOIS, I, ARTHUR DEROFESKY
County of Cook } SS. a Notary Public in and for and residing in Cook County, in the State aforesaid, DO HEREBY CERTIFY THAT
ERNST BARTH, a bachelor

who is personally known to me to be the same person whose name is in the
instrument, appeared before me this day in person and acknowledged that
delivered the said instrument as _____ free and voluntary act, for the uses
and purposes therein expressed.

Given under my hand and Notarial Seal this _____ day of _____ 19 _____

Notarial Seal

22 233 566

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

1. Mortgagors shall 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 mechanics 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.

7. 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 present details hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

8. 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 monies sufficient either to pay the cost of replacing or repairing the same, or to pay in full the indebtedness secured hereby, all in compliance 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 60 days prior to the respective dates of expiration.

9. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore 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 redeem 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 attorney's 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 a first and additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of 1 1/4 per annum. Inaction of Trustee or the 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.

10. The Trustee or the holders of the note, hereby authorized making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented 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.

11. 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 immediately in the case of default in making payment of any installment of principal or interest on the note, or, when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

12. 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 the costs and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note, for attorney's fees, Trustee's fees, appraiser's fees, notary or documentary and expert evidence, lithography, charges, publication costs and costs, which may be estimated as to items to be expended after entry of the decree of foreclosure, and all other costs, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assignments 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 holders of the note that the same may be had pursuant to suit, docket 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 a first and additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven percent 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 in preparation for the commencement of any suit for the foreclosure hereof after actual or such right to foreclose whether or not actually commenced, or in preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

13. The proceeds of any foreclosure 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 proceeding, 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 surplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

14. 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 sale of a defective during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors may request the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or useful 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 deed or instrument securing 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.

15. 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.

16. 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.

17. Trustee has no duty to examine the title, location, existence or condition of the premises or to inquire into the validity of the signatures or the identity, capacity or authority of the signatories on the note or trust deed, and shall not be liable for any act or omission hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require mortgagors satisfactory to it before exercising any power herein given.

18. 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, 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 note herein described any note which bears an identification number purporting to be placed thereon 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 he has never placed an identification number on the note as recited herein, it may accept as the 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.

19. 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 or Registrar of Titles 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.

20. 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 any indebtedness of any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is secured by this instrument.

FOR RECORD
FILED FOR RECORD

FEB 21 1973 1 47 PM

RECORDED BY DEPT

22233566

IMPORTANT
THE NOTE SECURED BY THIS TRUST DEED SHOULD
BE IDENTIFIED BY Chicago Title and Trust Company
BEFORE THE TRUST DEED IS FILED FOR RECORD

Identification No
CHICAGO TITLE AND TRUST COMPANY,
Trustee.
By: Ass't Trust Officer / Ass't Sec'y / Ass't Vice Pres.

MAIL TO: [Handwritten signatures: etw, Eric Sept, Juvenile]
PLACE IN RECORDER'S OFFICE - BOX NUMBER 533
9925

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

