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This Indenture, Made March 10, 1973 , between
CARROLL W. PETERSON and LAURIE PETERSON, his wife
herein referred to as "Mortgagors," and
Beverly Bank
o bovony bunk
1 an Illinois banking 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 Instalm a. Note hereinafter described, said legal holder or holders being herein referred to as Holders of TAL Note, in the PRINCIPAL SUM OF SEVENTEEN THOUSAND NO/100 (\$17,000.00)
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to
and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and
interest monen's
the rate of 7 3/4 per cent per annum in instalments as follows: ONE HUNDRED EIGHTY-TWO AND
NO/100 (\$182.00) Dollars on the 20th day of May 19 73 and ONE HUNDRED EIGHTY-TWO AND
NO/100 (\$182,00) Dollars on the 20th 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
cipal and interest being made payable at such brokin; house or trust company in
Chicago, Illinois, as the holders of the note mry, from time to time, in writing appoint, and in
absence of such appointment, then at the office of B we ly Bank in said City,
This Trust Deed and the note secured hereby are not assumable and become immediately due and payable in full upon vesting of title in other than the grantor(s) of the Trust See 1.
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 recipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Tarte, its successors and assigns, the following described Real Estate and all of their estate, right, title and ant rest therein, situ-
ate, lying and being in the City of Chicago , COUNTY OF Cook ANT STATE OF ILLINOIS, to wit:
Lot 1 (except the West 25 feet thereof, front and rear) in the Subdivision of Lots 1, 2, 3 and 4 in Block 72 of Blue Island Lend and Building Company's Subdivision of Washington Heights, being in the North half of Section 19, Township 37 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded February 9, 1875 in Book 9 of Plats, Page 54, in Cook County,
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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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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 dereafter 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 evicers of the discharge of such prior lien to Trustee pr to holders of the note; (4) complete within a real one ble time any building or buildings now or at any time in process of erection upon said premises; (5) or only 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 s'.e'. 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 to all thereunder 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 til buildings and improvements now or hereafter situated on said premises insured against loss or dan. To by the 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 independence 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 or 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 expir, 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 holders of the note may, but need not, make any payment or perform any act hereinbefore required of mo taggers in any form and manner deemed expedient, and may, but need not, make full or partial as ments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or cettle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or for cit are affecting said premises or centest any tax or assessment. All moneys paid for any of the purp ser herein authorized and all expenses paid or incurred in connection therewith, including attorneys' feer 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 occome immediately due and payable without notice and with interest thereon at the maximum rate or witted by law. Inaction of Trustee or holders of the note shall never be considered as a waiver of any light 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 pays ent hereby authorized relating to taxes or assessments, may do so according to any bill, statement or est nate 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 lies 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 rath intendice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding arrathing 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 (i) 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 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 hendency 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 wher Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues are 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 for a 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 to, 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 tle rote 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 t'. Litle, location, existence, or condition of the premises, nor shall Trustee be obligated to record this rust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be lia' ie 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 they power herein given.
- 13. Trustee shall release this trust deed and the net 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 exhall in the trustee the note, representing that all indebtedness hereby secured has been paid, which represents in Trustee the note, representing that all indebtedness hereby secured has been paid, which represents in Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such accessor 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 de in designated as the makers thereof; and where the release is requested of the original trustee and it has not except as the genuine note herein described any note which may be presented and which conforms in a label and 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 l'ecorder 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 he first Successor in Trust, and in case of its resignation, inability or refusal to act the then l'ecorde 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 here a 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.

Wirwess the hand a and seal a of Mortgago Carroll W. Peterson [SEAL]	ors the day and year first above written. Commonwealth Common	552
[SBAL.]	[SEAL]	

COOK COUNTY, ILLINOIS FILED FOR RECORD

Theren K. Cheen.

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STATE OF ILLINOIS,

COUNTY OF COOK

a Notary Public in and for and residing in said County, in the State aforesaid, DO

HEREBY CERTIFY THAT Carroll W. Peterson and Laurie Peterson,

who are personally known to me to be the same person swhose name same subscribed to the foregoing Instrument, appeared before me this day in person

... signed, sealed and delivered the said Instru-

ment as _their__ free and voluntary act, for the uses and purposes therein set orth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 10th 0x Co0+ Co

A. D. 19__**73**



AFTER RECORDING MAIL THIS INSTRUMENT TO

ADDRESS

CITY

DATE

INITIALS

For the protection of both the borrower and lender, the nate as wreed by this Trust Deed should be cleantied before the Truste Deed is filed for record.

The Instalment Late mentioned in the within Trust Deed han then identified herewith under

dentif or ... no. 70-498

13-18 (7-69)

CARROLL W. Peterson and LAURIE PETERSON his wife

BEVERLY BANK

1971 W. 111th Street

Chicago, Illinois

BEVERLY BANK 1357 West 103rd Street Chicago, Illinois 60643

END OF RECORDED DOCUMENT