

UNOFFICIAL COPY



TRUST DEED

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

APR 19 '73 12 28 PM

22 295 482

RECORDED BY DEEDS

22295482

CTTC 1

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made  
wife

April 10, 1973, between FRED WEISS AND GLORIA WEISS, his

CHICAGO, herein referred to as "Mortgagors", and PARK NATIONAL BANK OF  
CHICAGO TITLE AND TRUST COMPANY, a National Banking Association,  
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 principal Promissory Note hereinafter  
described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of  
SEVENTY THOUSAND AND NO/100 DOLLARS,  
evidenced by one Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF  
BEARER  
and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum  
on or before six (6) months after date with interest thereon from April 10, 1973 until maturity at the  
rate of 6-1/2 per cent per annum, payable on the 1st day of each month and until maturity each  
year, which said several installment of interest until the maturity of said principal sum are further evidenced by no  
interest coupons of even date herewith; all of said principal and interest bearing interest after maturity at the rate of 7 per  
cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago,  
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 PARK NATIONAL BANK OF CHICAGO 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 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, situate, lying and being in the  
Village of Skokie COUNTY OF Cook AND STATE OF ILLINOIS,  
to wit:

Lot 19 (except the South 20 feet thereof) and Lots 20, 21 and 22, all in Block  
2, University Addition to Niles Center; being a Subdivision of Lots 3 and 4  
in John Turner's heirs Subdivision of the South 1/4 of the West 1/2 of the  
Southwest 1/4 of Section 14, and the East 1/2 of the Southeast 1/4 of Section  
15, Township 41 North, Range 13, 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 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 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.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this  
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(s)..... and seal(s)..... of Mortgagors the day and year first above written.

[ SEAL ] (Fred Weiss) [ SEAL ]  
[ SEAL ] (Gloria Weiss) [ SEAL ]

STATE OF ILLINOIS,

County of COOK

SS. I, Gerald B. Saltzberg, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
FRED WEISS AND GLORIA WEISS, his wife

who are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing  
instrument, appeared before me this day in person and acknowledged that they delivered the said instrument as their free and voluntary act, for the uses and purposes therein expressed.

Given under my hand and Notarial Seal this 10th day of April, 1973.

22295482



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

1. Mortgages 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 good condition and repair, without waste, and free from any liens or other liens or claims for lien not expressly subordinated to the lien hereof; (3) keep said premises when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, 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.

2. Mortgages 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 prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages 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, and the 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 clauses to be attached to each policy, and policies shall not less than ten days prior to the respective dates of expiration of the policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies to the holders of the note.

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 Mortgages 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 and discharge any mortgage or compromise or settle any tax lien or other prior lien or title or claim or payment of principal or interest on prior encumbrances, affecting said premises or contest any assessment, all moneys paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including attorneys' fees, and all 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 and the holders of the note to protect the mortgaged premises and the lien hereof, and all expenses paid or incurred in connection therewith, shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum on the part of Mortgages.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate 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, or other claim or title or claim thereof.

6. Mortgages shall pay each item of indebtedness herein mentioned with principal and interest, when due according to the terms hereof. At the option of the holders of the principal note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in this Trust Deed to the contrary, become due, when default shall occur and continue for three days in the future.

7. When the indebtedness here 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 on behalf of Trustee or holders of the note for attorney's fees, costs, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items not expended before the date of the decree) of procuring all such abstracts of title, title search and examinations, title insurance policies, Torrens certificates, and similar expenses and assurances. The cost of procuring all such abstracts of title, title search and examinations, title insurance policies, Torrens certificates, and similar expenses and assurances on any sale which may be 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 by the value of the premises. All expenditures and expenses of probate and bankruptcy proceedings, to which either or both of the parties, either as plaintiff, claimant or defendant by reason of this Trust Deed or of any hereof, whether or not actually commenced; or (c) preparatory to the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparatory to the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose 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; second, on account of all such items as are mentioned in the preceding paragraph hereof; third, all principal and interest remaining unpaid on the principal note or interest coupons; fourth, any surplus to Mortgages, their heirs, and assigns.

9. Upon 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 Mortgages at the time of such appointment. The receiver so appointed shall have the right to take possession of the premises or whether the same shall be then occupied as a homestead or not and the pendency of such foreclosure suit and, in case of a sale and a deficiency, shall have power to collect the rents, issues and profits of said premises during the whole of the term of the sale and during the full statutory period of redemption, whether there be redemption or not, and all other moneys which may be necessary or are usual in such case for the protection, preservation, improvement, collection, management and operation of the premises and for the payment of the debts of the premises. The receiver so appointed shall have the right to apply the rents, issues and profits of the premises during the whole of the term of the sale and during the full statutory period of redemption, whether there be redemption or not, and all other moneys which may be necessary or are usual in such case for the protection, preservation, improvement, collection, management and operation of the premises and for the payment of the debts of the premises.

10. No action for the enforcement of the lien or of the provision hereof shall be subject to any defense which would not be good and available to the party proposing 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, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, 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 shall Trustee be liable for any acts or omissions hereunder, except in case of its own gross negligence or willful 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 recording of a release hereon upon presentation of satisfactory evidence that all indebtedness secured hereby has been paid in full and that the principal note (with or without interest and at the request of any person who shall either before or after maturity thereof has been fully paid; and Trustee may execute and deliver a release hereon upon presentation of satisfactory evidence that all indebtedness secured hereby has been paid in full and that the principal note (with or without interest and at the request of any person who shall either before or after maturity thereof has been fully paid; and Trustee may execute and deliver a release hereon upon presentation of satisfactory evidence that all indebtedness secured hereby has been paid in full and that the principal note (with or without interest and at the request of any person who shall either before or after maturity thereof has been fully paid; and Trustee may execute and deliver a release hereon upon presentation of satisfactory evidence that all indebtedness secured hereby has been paid in full and that the principal note (with or without interest and at the request of any person who shall either before or after maturity thereof has been fully paid; 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**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. 867

PARK NATIONAL BANK OF CHICAGO, Trustee.

BY: Salvatore  
Assoc. Trust Officer / Assoc. Secy / Asst. Vice Pres.

MAIL TO:

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

9011 N. Karlov Avenue

Skokie, Illinois

PLACE IN RECORDER'S OFFICE BOX NUMBER 480

END OF RECORDED DOCUMENT