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COOK COUNTY, ILLINOIS
TRUST DEED

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Charles H. Allen
RECORDS OF DEEDS

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made May 8, 19 73 between WALKER COMPANY a corporation, organized under the laws of Illinois, herein referred to as "Mortgagor," and AVENUE STATE BANK, ~~TRUSTEE OF THE BANK OF OAK PARK, ILLINOIS~~ an Illinois corporation doing business in ~~Oak Park, Illinois~~ herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagor is 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 TWENTY TWO THOUSAND AND NO/100THS (\$22,000.00) - - - - - Dollars, evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of 7-1/2 per cent per annum in instalments as follows: TWO HUNDRED SIXTY-ONE AND 25/100THS (\$201.25)

Dollars on the 1st day of July 1973 and TWO HUNDRED SIXTY-ONE AND 25/100THS (\$261.25) Dollars or more on the 1st day of each 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 1st day of June 1983. 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 seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Oak Park, 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 Avenue State Bank in said Village, ~~in said City~~

NOW, THEREFORE, the Mortgagor 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 Mortgagor to be performed, and also in consideration of the sum of One Dollar, to the said, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the above described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the Village of Oak Park, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Rider attached and expressly made a part hereof.

INDEX

That part of lots eighteen (18) and nineteen (19) in Holley and Smith's Subdivision of lot eighteen (18) and of lots one (1) and two (2) in J. W. Scoville's Subdivision of lot seventeen (17) in Kettlestring's Subdivision of land in the South East corner of the North West quarter of Section seven (7), Township thirty-nine (39) North, Range thirteen (13), East of the Third Principal Meridian, described as follows: To-wit: Commencing at a point in the South line of lot eighteen (18) twenty six and five tenths (26.5) feet East of the South West corner thereof; thence North parallel to the West line of said lot eighteen (18) one hundred (100) feet; thence West parallel to the South line of said lot eighteen (18) three (3) feet; thence North and parallel to the West line of said lot eighteen (18) one hundred (100) feet more or less to the North line of said lot; thence East along the North line of lots eighteen (18) and nineteen (19) to the East face of a brick wall, said wall being thirty six and fifty one hundredths (36.50) feet West of the North East corner of lot nineteen (19); thence South along the East face of said wall to the South East corner thereof; being thirty six and seventy five one hundredths (36.75) feet West of the East line and ninety nine and seventy nine one hundredths (99.79) feet North of the South line of lot nineteen (19); thence West parallel to the South line of lot nineteen (19) to a point thirty eight and eight one hundredths (38.08) feet West of the East line of lot nineteen (19), being the West face of a brick wall; thence South along the West face of said brick wall ninety nine and seventy nine one hundredths (99.79) feet to a point in the South line of lot eighteen (18), said point being thirty eight and fifty two one hundredths (38.52) feet West of the South East corner of lot nineteen (19), thence West along the South line of said lot eighteen (18) to the place of beginning, in Cook County, Illinois;

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Property of Cook County

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 Mortgagor 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, corn doors and windows, floor coverings, heater 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 mortgagor or its 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 hereinafter set forth.
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 mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its President and Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the Board of Directors of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its President and Secretary

WALKER COMPANY, an Illinois corporation,
BY: Stanley Celerusa VICE PRESIDENT
ATTEST: La Vergne Langlands SECRETARY



I, MARLENE M. VRUBLE, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT STANLEY CELERUSA President of the WALKER COMPANY, and LA VERGNE LANGLANDS Secretary

of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said La Vergne Langlands then and there acknowledged that said instrument was signed and delivered as aforesaid by her as Secretary, as custodian of the corporate seal of said Corporation, and that she affixed the corporate seal of said Corporation to said instrument as her own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of May, A. D. 1973
Marlene M. Vruble NOTARY PUBLIC

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (The Reverse Side of This Trust Deed)

1. Mortgagor shall (1) promptly repair, replace 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 insanitary or other things or things of like nature; (3) pay when due any indebtedness which may be acquired 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;
2. Mortgagor 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;
3. Mortgagor 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 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, under insurance policies payable in case of loss or damage, by 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 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 Mortgagor, 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 foreclosure affecting said premises or contract any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' 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 so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of eight per cent per annum. 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 on the part of Mortgagor;
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 such tax, assessment, sale, forfeiture, tax lien or title or claim thereof;
6. Mortgagor 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 Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or if such default shall occur on any day of the month, on the first day of the following month; (b) on the date of the maturity of the note;
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, costs for deed and other 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, foreman's certificates, and similar title and assurance 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 at any sale which may be had pursuant to such decree the true condition of the title to 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 rate of eight per cent 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 (b) preparations for the commencement 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 liens which under the terms hereof constitute a lien in preference 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 Mortgagor, its successors or assigns, as their rights may appear;
9. Upon, or at any time after the date 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 Mortgagor 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 time when Mortgagor, 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 such 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 a foreclosure sale; (2) the deficiency in case of a sale and deficiency;
10. No action for the enforcement of the lien of the note secured by this Trust Deed shall be subject to any defense which would not be good and available to the party interpreting 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, extent 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 its terms hereof, and shall be liable for any act or omission committed in the exercise of its own good faith and discretion or that of its agents or employees as 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 any 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 and 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 on behalf of the person then herein designated as the maker 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 on behalf of the corporation herein designated as maker thereof;
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in the county in which the premises are situated or filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated. 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 Mortgagor, and all persons claiming under or through Mortgagor, and the word "Mortgagor" 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;
16. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.
The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 1811
CHICAGO FIDELITY AND GUARANTEE COMPANY, 100 N. AVENUE STATE BANK, as Trustee
by: [Signature] Assistant Secretary, Assistant Vice President, Trust Officer

DELIVERY INSTRUCTIONS
NAME []
STREET []
CITY []
OR
RECORDER'S OFFICE BOX NUMBER 279

END OF RECORDED DOCUMENT

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