

UNOFFICIAL COPY

TRUST DEED

22 345 598

FORM B

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made May 24th, 1973, between

Richard F. Brogan and Caline J. Brogan, his wife, in Joint Tenancy,

herein referred to as "Mortgagors," and

SYLVIA WEINRESS

of 105 West Adams Street, Chicago, Illinois 60603

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 **Six Thousand Thirty-One and 20/100-----(\$6,031.20)-----** Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

EQUITABLE FINANCE CORPORATION

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum with interest included at the rate of \$ 12.50% ~~per \$100~~ per annum payable as follows: \$ 100.52 on the 24th day of June, 1973, and \$ 100.52, or more, on the

24th day of each month thereafter until this note is fully paid. The principal of each of said instalments unless paid when due shall bear a Delinquency Charge of 5 per cent or \$5.00 maximum if in default for more than 10 days, and in addition reasonable costs of collection, including reasonable attorneys' fees. Said payments are to be made at the office of EQUITABLE FINANCE CORPORATION, 105 WEST ADAMS STREET, CHICAGO, ILLINOIS 60603.

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 said 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

to wit: **Chicago** COUNTY OF **Cook** AND STATE OF ILLINOIS

The South 115.8 feet of Sub Lot 4, in Assessor's Division of Lot 1 in Block 43 in Canal Trustees Subdivision of Section 29, Township 39 North, Range 14, East of the Third Principal Meridian 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 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, 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 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 hands..... and seal..... of Mortgagors the day and year first above written.

_____[SEAL] *Richard F. Brogan* [SEAL]
_____[SEAL] *Caline J. Brogan* [SEAL]

STATE OF ILLINOIS, } I, David Levy
County of Cook } as a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Richard F. Brogan and Caline J. Brogan, his wife

who are personally known to me to be the same persons whose names are subscribed by thoy appeared before me this day in person to acknowledge that thoy signed, sealed, and delivered the foregoing as their free and voluntary act, for the uses and purposes therein set forth, including the exercise of the right of homestead.

GIVEN under my hand and Notarial Seal this 24th day of May, 1973.
David Levy
Notary Public.

22 345 598

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

1. Mortgagors 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 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 reasonable time any building or buildings now or at any time in process of erection upon said premises; (4) complete within a municipal ordinance with respect to the premises and the use thereof; (5) comply with all requirements of law or municipal ordinance.

SS 312 208

16. In case of the death, resignation, absence from the County, refusal or other inability of Trustee to act when required, then the recorder of Deeds of the County in which the property subject of this Trust Deed is located, shall be and become, and hereby is appointed and made successor Trustee with like power and authority as is hereby vested in Trustee.

17. 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 or Trustee for attorneys' fees, Trustee's fees, raisers' 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 certificate 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 a suit or to evidence to bidders at any sale which may be had pursuant to the true condition of the title to or the value of the premises.

18. 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 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 hereon 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 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 in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or deficiency in case of a sale and a deficiency; (b) The lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the redemption of the premises.

19. 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 to enforce the same as herein provided for by the terms hereof, or liable for by any act or omission hereunder, except in case of gross negligence or misconduct of that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

20. Trustee shall release this trust deed and the lien hereof 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 deliver to Trustee, 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 the signature of the original Trustee 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.

21. 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 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.

22. Trustee has no duty to examine the title, local 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 shall Trustee be liable for any act or omission hereunder, except in case of gross negligence or misconduct of that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

23. Trustee shall release this trust deed and the lien hereof 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 deliver to Trustee, 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 the signature of the original Trustee 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.

24. 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 of Deeds of the county in which the premises are situated shall be and become, and hereby is appointed and made successor Trustee with like power and authority as are herein given Trustee.

25. 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 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.

5.00

1973 JUN 11 PM 12 09 JUN--1-73 634660 • 22345598 • A — Rec 5.00

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The instrument now mentioned in the within or a Deed has been identified herewith under Identification No. 293 SYLVIA WEINRESS as Trustee by Sylvia Weinress

DELIVER INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER 135

FOR RECORDING INDEX PURPOSES PLEASE STAMP ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 2963 South Bonaparte Chicago, Illinois 60608

SS 312 208 22345598

NOTICE OF RECORDED DOCUMENT