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TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

62-22-494 G

RECORDED BY DEEDS
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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made June 6, 1973 between Marquette National Bank, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated April 4, 1973 and known as trust number 6151, herein referred to as "First Party," and

CHICAGO TITLE & TRUST COMPANY an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed its note bearing even date herewith in the Principal Sum of Fifty Five Thousand and no/100ths (\$55,000.00) Dollars,

made payable to BEARER no delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest as follows: Three Hundred Ninety Seven and 55/100ths Dollars (\$397.55) on the first day of October, 1973 and Three Hundred Ninety Seven and 55/100ths Dollars, or more, on the first 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 first day of September, 1998,

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with interest on the principal balance from time to time unpaid at the rate of 7 1/4 per cent per annum payable monthly

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 installment unless paid when due shall bear interest at the rate of eight per cent per annum, and all of said principal and interest being made payable to the banking house or trust company in Calumet City, Illinois, as the holders of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of BANK OF RIVER OAKS in said City.

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot Nine (9) (except the East 5 feet thereof) and all of Lot 10 in Block 16 in G. Frank Croissant's Shadow Lawn, a Subdivision of that part of the West half of the Southeast quarter and the east one third of the East half of the Southwest quarter of Section 12, Township 36 North, Range 14 East of the Third Principal Meridian, lying North of the center line of Michigan City Road 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 First Party, its successors or assigns may be entitled thereto (which are pledged, prior, jointly 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 heat, light, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without limiting the foregoing), screens, window shades, storm doors and windows, floor coverings, inlaid 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 First Party 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 to the uses and trusts hereinafter set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT: 1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (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 in good condition, and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the trust; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; and up to the amount of 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 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) refrain from making material alterations in said premises except as required by law or municipal ordinance; or (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay all assessments 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 money 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

NAME
D 20931
E
L STREET
BANK OF RIVER OAKS
93 RIVER OAKS CENTER
E CALUMET CITY, IL 60409
R OR
Y INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER 175

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
1775 Memorial Drive
Calumet City, Illinois

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UNOFFICIAL COPY

15. 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.

holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, forfeiture, tax lien or title or other lien.

At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed in making payment of any installment of principal or interest on the note, or in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration day specified.

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 hereon. In any suit to foreclose the lien hereon, 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 the Trustee or holders of the note for attorney's fees, court costs, appraisers fees, surveys, appraisals and expert witnesses, stenographic charges, publication costs and costs which may be incurred as to liens and similar data and expenses with respect to this trust deed 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 or the value of the premises. All expenditures and expenses of the Trustee or holders of the note shall be paid or incurred by the Trustee or holders of the note 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 the foreclosure proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, (a) any proceeding to foreclose the lien hereon, (b) any proceeding to set aside or annul a sale of the premises or (c) any proceeding to set aside or annul a foreclosure of such right to foreclose whether or not actually commenced, or (d) preparations for the defense of any threatened suit or proceeding which might affect the security or the proceeds of the premises.

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 taxes and interest which are due and payable on the note; third, all principal and interest remaining unpaid on the note; fourth, any surplus to First Party, its legal representatives or assigns, as their rights may appear.

Trustee or one of its agents 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. A commitment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application or to the assets of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and with respect to the then value of the premises, to 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, to collect the deficiency, or to foreclose or to act as well as during any further time when First Party, its successors or assigns, 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 apply the net income in its hands if 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 hereon; or (2) such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

Trustee or one of its agents of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

Trustee shall have the right to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power hereon unless expressly obligated by the terms hereof, but shall be liable for any act or omission hereunder, except in case of its own gross negligence, to the extent or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

Trustee shall release all debt 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 of the note produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which represents and trusts may be made 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 terms of this trust deed and which purports to be executed on behalf of First Party; 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 First Party.

Trustee may register by instrument in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed, in case of the registration, any act or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are located shall be sufficient in Trust. Any Receiver or Trust hereunder shall have the same powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

The Holder of the Note may collect a "late" charge not to exceed two cents (2c) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

In addition to the monthly payments of principal and interest herein specified, the Mortgagors shall pay 1/12th the annual amount of the general taxes with each monthly payment. In the event such payment shall not be sufficient to pay such taxes when due, Mortgagors agree to deposit on demand, such additional amounts as may be required for that purpose.

With respect to any deposit of funds made by the Mortgagors hereunder, it is agreed as follows: (a) Mortgagors shall not be entitled to any interest on any such deposits; (b) such deposits shall be held and used exclusively as herein provided, and shall be irrevocably appropriated by the holder of the note for such purposes and shall not be subject to the direction or control of the Mortgagors; (c) if a default occurs in any of the terms hereof, or of the Note, the holder of the note may, at its option, notwithstanding the purpose for which said deposits were made, apply the same in reduction of said indebtedness or any other charges secured or to be secured by this Trust Deed.

It is expressly agreed and understood that in the event of transfer of title to the real estate described herein or in the event present beneficiaries of Marquette National Bank Trust No. 0151, assign their beneficial interest in the trust without first obtaining the written consent of the holder of the Note secured hereby, the entire balance due on the Note shall become due and payable in full.

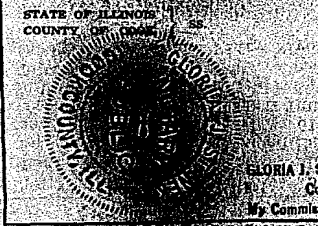
This TRUST DEED is executed by the Marquette National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Marquette National Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that neither said vice or in said note contained shall be construed as creating any liability on the said First Party or on said Marquette National Bank personally to pay the amounts or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right of security hereunder, and that so far as the First Party and its successors and said Marquette National Bank, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereon for the payment of the principal and interest on the note secured by the enforcement of the lien hereon created, in the manner herein and in said note provided, or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Marquette National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 8th day of June, 1974.

MARQUETTE NATIONAL BANK A. Trustee as aforesaid and not personally,

By *George J. Stank* VICE-PRESIDENT

Attest *Edward J. Stank* ASSISTANT SECRETARY



I, the undersigned, a Notary Public in and for said County, in the state aforesaid DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to thereon affixed, as their free and voluntary act and as the free and voluntary act of said Bank or Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of June, 1974.
GLORIA J. STANEK, NOTARY PUBLIC
Cook County, Illinois
My Commission Expires May 21, 1977

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

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. 589146 CHICAGO TITLE AND TRUST COMPANY Trustee
George J. Stank Secretary

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