UNOFFICIAL COPY

S 22 380 938 TRUST DEED 569870 ۵ THE ABOVE SPACE FOR RECORDER'S USE ONLY THIS INDENTURE, made June 18 19 73 , between 0 WILLIAM G. BONEY and MARY N. BONEY, his Wife herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth T, 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 For ty Five Thousand (\$45,000.00)

Dollars.

one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER delivered in and by which said date of disbursement 7 1/4 which said Note the Mortgagors promise to pay the said principal sum and interest from on the balance of principal remaining from time to time unpaid at the rate per cent per annum in instalments (including principal and interest) as follows: Three Hundred Twenty-Six (\$326.00) Dollars on the first day of October 9 73 and Three Hundred Twenty-Six(\$326.00) Dollars 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 no so her paid, shall be due on the first day of September 19 98 All such payments on account of the indebt does evidenced by said note to be first applied to interest on the unpaid principal contents to the content of the indebt does evidenced by said note to be first applied to interest on the unpaid principal contents to the content of the indebt does evidenced by said note to be first applied to interest of the content of the interest of balance and the remainder to princip. provided that the principal of each instalment unless paid when due shall bear interest at the rate of 8% per annum, and all o said principal and interest being made payable at such banking house or trust company in Des Plaines, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at he ffice of Pirst National Bank of Des Plaines 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 con nants are ments herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof a hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and III of the estate, right, title and interest therein, situate, lying and being in the CITY Of ROLLING Meadows

CONTY OF ROLLING Meadows

CONTY OF COOK

AND STATE OF ILLINOIS, to wit: Lot 22 in Tall Oaks, being a Subdivirior of part of the North West 1/4 of Section 35, Township 42 North, Range 1º East of the Third Principal Meridian, according to the Plat thereof resorded in the Office of the Recorder of Deeds of Cook County, Illinois a sugust 21, 1970 as Document No. 21245154 and note of correction recorded in the office of the Recorder of Deeds of Cook County, Illinis on September 16 1970 as Document No. 21265489 in Cook County, Illinia. This trust deed consists of two pages. The cover trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, Wm. E. Staat Notary Public in and for and residing in said County, in the WILLIAM G. BONEY and MARY N

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED): 1. Mortagors shall (1) promptly repair, restore or rebuild any buildings or improvements in now or herorister on the premises which may become damaged up be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for firm not expressly algorithmized to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises uperior to the lien hereof; and upon request exhibit satisfactory evidence of the dacharge 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 promises and the use three or making and the control of the control o

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and other charges against the premises when oue, and suan, upon written request, turning to irrustee or to notices or in note to uprease receipts theretor. In prevent default hereunder Mortagears shall be pay in full under protest, in the manner provided by statute, any tax or assessment which Mortagears may desire the manner provided by the standard manner of the providing for payment by the instruction of the manner provided providing for payment by the instruction of the holders of the note, under instruct against loss or damage, to Trustee for the benefit of the holders of the note, such rights of the note, under instruct palenting the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under instruct palenting the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under instruct palenting the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under instruction of the satisfactory to the holders of the note, and the same and the same 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 capitation.

4. In case of default therein, Trustee or the holders of the note 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 lies or other prior lies or title or claim thereof, or redeem from any tax sale or forfeiture connection therewith, including attorneys? Vect. and any other moneys advanced by Trustee propose herein of the redeem from any tax sale or forfeiture connection therewith, including attorneys? Vect. and any other moneys advanced by Trustee or holders of the note which the lies hereof, plus reasonable compensation to Trustee for each matter con

erest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortagors herein nation.

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 ectore 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 controls and the sale of the properties of the sale of the sal

principal and interest remaining un a o. the note; fourth, any overplus to Mortgagors, their heurs, legal representatives or assigns, as their tights 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 premiss Such appointment may be made to be before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time application for such receiver and without gard to the their value of the premises or whether the same shall be then occupied as a homestead or not and trustee hereunder may be appointed as used to review. Such receiver shall have power to collect the tends of said premises during the pendency of such foreclosure suit and, in a and a deficiency, during the full statutory period of redemption, whether there be redemption or an well as during any further times when Mortg gors, xeer for the intervention of such receiver, would be such enters, issues and profits and other powers which may be necessary of are are not not access for the protection, possession, control, management and operation of the premit during the whole of said period. The Court from time of more application is made given to receive the such cases and profit and the provides of the provided suit application is made given to foreclosure used; 22) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any premains received the subject to any defense which would not be good and available to up approx.

11. Trustee or the holders of the note shall have the right to impose the premises at all reasonable times and access thereto shall be permitted for the purpose.

21. Trustee that no duty to examine the title, location, existence of conditions of 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 of condition of the premises or to inquire into the validity of the signatures or the relative of the signatures on the note or true deed or that IT matter be obligated need of the excretisming power herein the conditions are related to the conditions the remarks of the conditions the expensive of the conditions are related to the conditions are related to the conditions are related to the conditions herein the c

COOK COUNTY, ILLINOIS

Jun 29 '73 12 33 PK

RECORDERY FOR DEEDS

22380938

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.

569870 CHICAGO TITLE AND TRUST COMPANY,

MAIL TO:

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

Lot 22 Talloaks Lane

593 PLACE IN RECORDER'S OFFICE BOX NUMBER

Rolling Meadows, Illinois