

# UNOFFICIAL COPY

23 415 849



## TRUST DEED

Property of Cook County

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 1, 1976, between Earl D. Chapman & Inez Chapman, his wife

1976 between Earl D. Chapman

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: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described, and legal holder or holders being herein referred to as holders of the Note, in the principal sum of Ten Thousand Dollars and no cents (\$10,000.00) Dollars.

evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from March 1, 1976 on the balance of principal remaining from time to time unpaid at the rate of Seven & One Half (7 1/2%) per cent per annum in installments (including principal and interest) as follows:

One hundred eighteen and 71/100 (\$118 71/100) Dollars on the 1st day of April 19 76 and One hundred eighteen and 71/100 Dollars 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 February 19 86

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 seven 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 holder of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of John Porter Lesch in said City.

Now, THEREFORE, the Mortgagors to secure the payments 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 of hereinafter described premises, the following described Real Estate and all of their estate right, title and interest therein, situate, being and lying in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lots 46 and 47 and the South 4 Feet of Lot 48 in Block 2 in Lincoln Subdivision of part of the South East 1/4 of the South East 1/4 of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian lying North and East of the Lake Shore and Michigan Southern Railroad Right of Way in Cook County, Illinois.

THIS IS A JUNIOR MORTGAGE.

10.00

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 now being and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and in a party with said real estate and are 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 (without restricting the foregoing), sewage, window shades, storm doors and windows, floor coverings, under beds, awnings, screens 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 Law 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 and seal of Mortgagors the day and year first above written. Inez Chapman (SEAL) Earl D. Chapman (SEAL) INEZ CHAPMAN (SEAL) EARL D. CHAPMAN (SEAL)



Earl D. Chapman and Inez Chapman, his wife

who are personally known to me to be the same persons as whom never a AUC, authorized to do 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 set forth.

Given under my hand and official seal this 1st day of March 1976

LATER CALL

This instrument prepared by John P. Lesch, 33 N. LaSalle, Chicago, Ill.

23 415 849

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

1. Mortgages shall (1) promptly repair, remove or rebuild any buildings or improvements on its premises 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 labor or material, and shall indemnify the fee hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises hereof or the fee hereof, and upon request exhibit satisfactory evidence of the discharge of such indebtedness to Trustee or to holders of the note; (4) comply with a reasonable amount of time on buildings or buildings now or at any time on premises of location upon and premises; (5) comply with all requirements of law or municipal ordinances which respect to the premises and the fee hereof; (6) make no material alterations on said premises except as required by law or municipal ordinance.

2. Mortgages shall pay to fee any penalty attached to general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises hereof, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder, Mortgages shall pay on 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 or windstorm under policies providing for payment by the insurance companies of amounts sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all on conditions satisfactory to the holders of the note, under 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 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 hereunder required of Mortgages on any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on said indebtedness, and any, and purchase, discharge, compromise, or settle any tax lien or other personal or state or claim thereon, or release from any tax lien or factors affecting said premises or interest 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 fee 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 seven per cent per annum. In case of holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder 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 presented from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, lien, lien or claim thereon.

6. Mortgages shall be liable and responsible herein, including both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything in the note or 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 (b) when a default shall occur and continue for three days in the performance of any other agreement of the Mortgages herein contained.

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 fee hereof. In any suit to foreclose the fee 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, entries for documentary and export, valence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of foreclosure all such amounts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and matters as may be necessary or proper for the consummation of the sale, and such other matters as may be reasonably necessary either to prosecute such suit or to conduct 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 nature in this paragraph mentioned shall become a much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when and as incurred by Trustee or holders of the note in connection with (a) any proceeding, including process and bankruptcy proceedings, in which either party shall be a party, either as plaintiff, claimant or defendant, by reason of the Trust Deed or any indebtedness hereby secured, or (b) the preparations for the consummation of or any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparations for the purpose 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 items which under the terms hereof constitute secured indebtedness subordinate to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any moneys to Mortgages, their heirs, legal representatives or assigns, as their rights may 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 premises. Such appointment may be made either before or after sale, without either party being heard, and whether the same shall be then occupied as a home 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 its full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgages, except for the intervention of a receiver, would be entitled to collect such rents, issues and profits, and all other moneys which may be due or payable in such case for the profit, loss, commission, cost, management and operation of the premises during the whole of said period. The Court from time to time may authorize the 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, in any case, special assessment or other lien which may be or become superior to the fee hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the fee or of any provision hereof shall be subject to any defense which would not be good and available to the party intervening same by 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 be liable for any acts or omissions hereon, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and may require indemnities satisfactory to it for exercising any power herein given.

13. Trustee shall release this trust deed and the fee thereon 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 submit to Trustee the note, 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 mortgagee Trustee, such mortgagee Trustee may accept as true herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereof or of which conditions or substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof, and where the release is requested of the original trustee and it has never placed an identification number on the note described herein, it may accept as true 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 person herein designated as maker thereof.

14. Trustee may resign by instrument or writing filed in the office of the Recorder or Register of Titles in which this trust deed shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Register of Titles of the county in which the premises are located shall be Successor in Trust. 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 as is performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" 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. The word "note" when used in this instrument shall be construed to mean "note" when more than one note is used.

<p><b>IMPORTANT</b></p> <p>THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD</p>	<p>Identification No. <u>23415849</u></p> <p><b>CHICAGO TITLE AND TRUST COMPANY,</b> Trustee</p> <p><i>Joseph J. Murphy</i> Assistant Trust Officer Assistant Secretary</p>
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MAIL TO: \_\_\_\_\_

PLACE IN RECORDER'S OFFICE BOX NUMBER 948

FILED 948

Mar 12 3 05 PM '76

FOR RECORDER'S INDEX NUMBER  
INSERT VERBALLY ADDRESS OF ABOVE  
(DESCRIBED PROPERTY HERE)

8507-09 South Crandon Avenue

Chicago, Illinois 60649

REGISTERED FILE

**\*23415849**

## END OF RECORDED DOCUMENT