

MAR 12 64-41-587 H



TRUST DEED

338103

23 415 867

CITY OF

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT made March 10 1976 between **NORTON D. LEBOVITZ and ANNETTE LEBOVITZ, 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: **THAT, WHEREAS** the Mortgagors are jointly 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 **EIGHTEEN THOUSAND and 00/100 (\$18,000.00)** Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to **THE ORDER OF ~~MARKER~~ THE PETERSON BANK**

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from **date of disbursement** on the balance of principal remaining from time to time unpaid at the rate of **NINE and ONE QUARTER (9-1/4)** per cent per annum in installments (including principal and interest) as follows:

TWO HUNDRED THIRTY and 58/100 or more Dollars on the **1st** day of **May** 1976, and **TWO HUNDRED THIRTY and 58/100 or more** Dollars on the **1st** day of each succeeding 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 **April** 1981

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 **9-1/2** 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 **THE PETERSON BANK** in said City.

IN WITNESS WHEREFORE, the Mortgagors to secure the payment of the said principal sum of money and legal 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 CERTIFY 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, being and being in the COUNTY OF **COOK** AND STATE OF **ILLINOIS**:

Lot 23 (except the North 82.13 feet thereof) in Chesterfield-Niles Resubdivision Unit No. 3, being a Resubdivision of part of the North West 1/4 of Section 19, Township 41 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois

THIS INSTRUMENT PREPARED BY:
**ALLEN H. DROPPIN
ARVEY, HODES, COSTELLO & BURNAN
180 NORTH LA SALLE ST.
CHICAGO, ILL. 60601**

10-00

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all and singular the appurtenances thereto in anywise belonging, and all rents, issues and profits thereof from time to time and during all such times as the same shall lawfully remain unto the said Mortgagors, heirs, assigns and personal representatives, and a power with and unto said Trustee and its successors, assigns and personal representatives, together with all and singular the appurtenances thereto in anywise belonging, unto the said Trustee, its successors, assigns and personal representatives, full power unto the said Trustee, its successors, assigns and personal representatives, to sell, lease, convey, mortgage, hypothecate, assign and otherwise dispose of the premises, with the appurtenances thereto in anywise belonging, and all rents, issues and profits thereof, and it is agreed that all similar appurtenances, powers and authorities 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 purpose and upon the trusts and conditions 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 hand of _____ and seal of _____ of Mortgagors the day of _____ A.D. 1976. **NORTON D. LEBOVITZ** (SEAL) **ANNETTE LEBOVITZ** (SEAL)

STATE OF ILLINOIS,

County of Cook

I, **Dina Lujarska**, Notary Public in and for said County of Cook, do hereby certify that on the day above written, **Norton D. Lebovitz and Annette Lebovitz, his wife** personally known to me to be the same persons as whose names **are** subscribed to the foregoing instrument appeared before me this day in person and acknowledged that **they** executed said instrument and delivered the said instrument as **shall** in and whereof set forth for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this **10th** day of **MARCH** 1976.



23 415 867

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

1. Mortgages shall (1) principally repair, reconstruct or rebuild any buildings or improvements situated on the premises which may become damaged or destroyed; (2) keep and maintain in good condition and repair, without waste, and free from encumbrances or other liens or claims for tax and especially subordinate to the lien hereof, (3) pay when due any indebtedness which may be incurred by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien or charge 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 the premises; (5) comply with all requirements of law or municipal ordinances which respect to the premises and the use thereof; (6) make no material alterations to said premises except as required by law or municipal ordinances.

2. Mortgages shall pay in full any penalty which may be assessed against the premises, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall upon written request, forward to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under penalty, in the manner provided by statute, any tax or assessment which Mortgages may owe to a taxing authority.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against fire or damage by fire, lightning or explosion under policies providing for payment by the insurance company of amounts 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 the 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 defend 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 date 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 or any of them and without demand and may, but need not, make full or partial payments of principal or interest on the premises hereof if any, and may discharge, compromise or settle any tax or other lien or claim or title in claim thereof, or redeem from any tax sale or foreclosure affecting said premises or satisfy any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, shall be reasonably compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be in full and additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of 9-1/2 per cent per annum. In case 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 hereunder on the part of Mortgages.

5. The Trustee or the holder of the note hereby incurs no liability by reason of any payment hereby authorized relating to taxes or assessments, may do according to a bill or bills returned from the appropriate authority without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, lien, forfeiture, tax lien or claim thereof.

6. Mortgages shall pay each year on or before the first day of January, the principal and interest, when due according to the terms hereof. At the option of the holders of the note, and of the Trustee, all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything in the note or in this Trust Deed to the contrary, mature, be due and payable (a) immediately in the case of default in making payments of any installment of principal or interest on the note, or (b) when 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 lien hereof, in any suit instituted for the lien hereof, there shall be allowed and included as additional indebtedness on 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 attorney's fees, Trustee's fees, appraiser's fees, costs 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, title, title searches and examinations, title insurance policies, Taxiens certificates, and similar data and assurances with respect to title as Trustee or holder of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders of any note which may be had pursuant to such decree the true condition of the title to the value of 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 seven 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 filing 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 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 additions to the indebtedness on the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus of the proceeds of the sale, 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 notice, without regard to the solvency or insolvency of Mortgages 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 deficiency, during the 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 such receiver, would be entitled to collect such rents, issues and profits, and all other profits which may be necessary or are usual in such cases for the protection, preservation, control, 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 to 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 foreclosure; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien 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 at law upon the note here 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 on 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 carry out any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of gross negligence or willful conduct on the part of the holder of the note or Trustee, and it may require a certificate satisfactory to it before recording any power herein given.

13. Trustee shall release this trust deed 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 to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept at face without inquiry. Where a release is requested of a successor trustee, such successor trustee, upon acceptance of the note hereof, shall destroy any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or a like instrument in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the maker thereof, and where the release is granted of the original trustee and it has never placed its identification number on the note described herein, it may accept the copy 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.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar 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 Clerk of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given to 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 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 on any note thereon, whether or not such person shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. This Trust Deed is subordinate to that certain Mortgage to Talman Federal Savings and Loan Association recorded as Document No. 20633514 and a default thereunder shall be deemed a default herein.

MAR 12 3 05 PM '75

*23415867

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

CHICAGO TITLE AND TRUST COMPANY

MAIL TO

PLACE IN RECORDER'S OFFICE BOX NUMBER 286-382

FOR RECORDED INSTRUMENTS INSERT THESE CHECKS IN APPROPRIATE SPACES

END OF RECORDED DOCUMENT