

Account No. 13600440

23 420 245

TRUST DEED (MORTGAGE)

THIS INDENTURE, dated July 2, 1975, between James W. Wells and wife Essie Kate Wells

of the City of Chicago, County of Cook, State of Illinois (hereinafter called the "Grantors") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association doing business in the City of Chicago, County of Cook, State of Illinois (hereinafter, together with its successors and assigns, called the "Trustee"):

WITNESSETH:

WHEREAS, pursuant to the provisions of a certain Retail Installment Contract (hereinafter called the "Contract"), of even date with this Indenture, between the Grantors and Pal-Airs Builders, Inc. as Seller, the Grantors are jointly and severally obligated to pay to the Trustee, which installment contract is payable at the office of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 231 South La Salle Street, Chicago, Illinois 60603 in 36 equal monthly installments, each of \$100.00, the first installment of \$100.00 being due on the 1st day of August 1975, and on the same date of each month thereafter until paid in full;

NOW, THEREFORE, to secure the payment, in accordance with the provisions of the Contract, of said indebtedness, and the performance of all the covenants, agreements and obligations of the Grantors under the Contract and hereunder, the Grantors hereby CONVEY, WARRANT and GRANT unto the Trustee the following described real estate (hereinafter called the "premises") situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Lot Twenty One (21) and the North Six (6) Feet of Lot Twenty Two (22) in Subdivision of Block Four (4) in W. O. Colgs Subdivision of West Half (5) of the South Twenty (20) Acres of West Half (5) of the North East Quarter (3) of Section 5, Township 37 North, Range 14 East of the Third Principal Meridian.

together with all improvements, increments, accretions, fixtures and appurtenances now or hereafter thereto belonging, including all heating, air conditioning, gas and plumbing apparatus and fixtures, and all other improvements thereon, and all rents, issues and profits thereon; hereby releasing and waiving any and all rights now or hereafter existing in favor of the homestead exemption laws of the State of Illinois.

The Grantors covenant and agree: (1) to pay said indebtedness, and any other amounts that may be payable under the Contract, as provided in the Contract or according to any agreement extending the time of payment; (2) to pay, before any penalty attaches, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) to repair, maintain, defend, protect, insure, defend, rebuild or restore all buildings and improvements on the premises that have been destroyed or damaged; (4) that waste to the premises shall not be committed or suffered; (5) to keep all buildings and other improvements now or hereafter on the premises insured against such risks, for such amounts and with such companies and under such policies as shall be possible first to the holder of any prior encumbrance on the premises and second to the Trustee, at their respective expense; (6) to execute and deliver to the Trustee or to the legal holder of the Contract satisfactory evidence of such indebtedness and (7) to pay, when due, all indebtedness which may be secured by any prior encumbrances on the premises.

The Grantors further agree that, in the event of any failure on the part of the Grantors to pay, or to cause to be paid, the indebtedness secured by any prior encumbrances, either the Trustee or the legal holder of the Contract may, from time to time, but not less than thirty (30) days before the date of maturity, or discharge or payment of any such debt or debt due, demand of the Grantors that they pay the indebtedness secured by any prior encumbrances on the premises; and the Grantors agree to reimburse the Trustee or the legal holder of the Contract, as the case may be, upon demand, for all amounts so paid, together with interest thereon at the stated rate of interest thereon from the date of payment to the date of reimbursement, and the amount shall be no more than the amount of such indebtedness.

The Grantors further agree that, in the event of a breach of any of the aforesaid covenants or agreements, or in the event of any default or breach of any kind, the indebtedness secured hereby shall, at the option of the legal holder of the Contract, be deemed to be due and payable immediately and shall be recoverable by foreclosure hereof, or by sale hereof, or both, in the same manner as if such indebtedness had been matured by its express terms.

The Grantors further agree that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof (including reasonable attorney's fees, outlays for documentary evidence, stamping, charges and cost of printing and mailing or completing abstract showing the whole title of said premises including foreclosure decree) shall be paid by the Grantors; and if any such expenses and disbursements, occasioned by any suit or proceeding wherein the Trustee or the legal holder of the Contract, or such party, shall also be paid by the Grantors. All such expenses and disbursements shall be an additional lien upon the premises, and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been returned or not, shall not be dismissed, nor return allowed thereon, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantors, for the Grantors and for the heirs, executors, administrators, devisees and assigns of the Grantors, waive all right to the possession of and interest from the premises pending such foreclosure proceedings; and agree that, upon the filing of any complaint to foreclose this Trust Deed, the cost in which such complaint is filed may at once, and without notice to the Grantors, or to any party claiming under the Grantors, appear a necessary and proper part of the premises with power to collect the same, issues and profits of the premises.

The Trustee shall, upon receipt of its reasonable fees, if any, for the preparation of such abstract, advise 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 the Trustee may execute and deliver a release hereof to and of the request of any person who shall, either before or after the maturity thereof, produce and exhibit to the Trustee the Contract, representing that all indebtedness secured hereby has been paid, which representation the Trustee may accept in trust without further inquiry.

The lien of this Trust Deed is subject and subordinate to the lien of any prior encumbrance of record on the premises.

The term "Grantors" as used herein shall mean all persons signing this Trust Deed and each of them, and this Trust Deed shall be jointly and severally binding upon such persons and their respective heirs, executors, administrators, devisees and assigns.

All obligations of the Grantors, and all other present and prospective of the Trustee and the holder of the Contract, shall be deemed to be obligations of, and not to discharge, the Grantors or any of them.

IN WITNESS WHEREOF, the Grantors and the Trustee have hereunto set their hands and seals this 2nd day of July, 1975.

James W. Wells, Essie Kate Wells

Witnessed by: GEORGE E. SCHWARTZ, 231 S. LaSalle, Chicago, Illinois

23 420 245



UNOFFICIAL COPY

245 542

*Henry R. Olson*

RECORDED & INDEXED  
COOK COUNTY, ILLINOIS

1976 MAR 18 AM 10-47  
MAR-18-76 13 1896 • 23420245 • A — Rec

10.00

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK     )

I, a Notary Public in and for the State and County aforesaid, do hereby certify that James V. Wells and wife  
Essie Kate Wells  
personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me  
this day in person, and acknowledged that he (she, they) signed and delivered said instrument in his (her, their) free and voluntary act,  
for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  
Given under my hand and official seal this 2nd day of July, 1975



Property of Cook County Clerk's Office

245 542

23420245

10.00

Account No. 13600440

MAIL TO:  
CONTINENTAL ILLINOIS NATIONAL BANK  
Attn: G. E. Schweitzer  
201 N. La Salle  
Chicago, Illinois 60600

