

UNOFFICIAL COPY

Unit 6
27485

23 440 230

This Indenture, Made this 24th day of March, 1976, WITNESSETH, that, WHEREAS THE GRANTOR S CHARLES F. WASS AND JEAN WASS, HIS WIFE

of the City of Chicago, in the County of Cook and State of Illinois, are justly indebted to the legal holder or holders of the principal instalment note hereinafter described in the principal sum of

EIGHTEEN THOUSAND, FOUR HUNDRED AND NO/100' - - - - (\$18,400.00) - - - - - DOLLARS, as evidenced by said note, bearing even date herewith, made payable to BEARER and by the Grantors duly delivered, in and by which said note Grantors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 9-3/8 per cent per annum in instalments as follows:

ONE HUNDRED SEVENTY AND 02/100 - - - (\$170.02) - - - - Dollars on the 20th day of May, 1976 and ONE HUNDRED SEVENTY AND 02/100 - - - (\$170.02) - - - Dollars on the 20th day of each successive 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 20th day of April, 1996.

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 unless each instalment is paid when due the unpaid principal balance shall bear interest after such due date at the rate of 9 1/2 per cent per annum. All of said principal and interest payments are payable in lawful money of the United States of America at such banking house or trust company in Chicago, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the LAKE VIEW TRUST AND SAVINGS BANK, in the City of Chicago, Cook County, Illinois. NOW THEREFORE, the said Grantors, for the better securing of the payment of the said sum of money and interest thereon and the performance of the covenants and agreements herein contained, do by these presents convey and warrant unto LAKE VIEW TRUST AND SAVINGS BANK, a corporation created and existing under the laws of the State of Illinois and doing business in Chicago, Cook County, Illinois, as Trustee, and to its successors in trust, the following described real estate, to wit:

Lot Fifty-Four (54) in Heafield's Subdivision of Lot Twelve (12) (except the East Five (5) acres) and the West Half (W 1/2) of Lot Thirteen (13) of Davlin Kelly and Carroll's Subdivision of the North West Quarter (NW 1/4) of Section Twenty-Six (26), Township Forty (40) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois. **

It is understood that in addition to the above mentioned monthly principal and interest payment, the Mortgagors agree to deposit in an escrow account one-twelfth (1/12th) of the estimated improved Real Estate tax bill or the last assessment made or total tax bill monthly, from year to year on a calendar basis (January to January), not on a "When issued and payable" basis. It is also understood that the trustee or the holder of the note will pay no interest for any monies deposited in said escrow account for taxes.

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situated in the County of Cook and State of Illinois, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof and the right to retain possession thereof, and all improvements now standing or that may hereafter be erected thereon, and all refrigerators, gas stoves, window shades, screens, electric apparatus and other equipment and fixtures now or hereafter used in, or in the operation thereof, without regard to whether such equipment be physically attached to said premises or not, to have and to hold the above described premises with the appurtenances and fixtures unto the said Grantee and to its successors forever for the purposes, uses and trusts herein set forth (and in the event this trust deed shall describe more than one principal note, then for the equal security of all of such notes without preference or priority of any one of said principal notes over any of the others by reason of the priority of maturity or of negotiation) and the Grantors do hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois.

AND the said Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, covenant and agree as follows: To pay promptly principal and interest due and to become due on prior encumbrances, if any; to pay the indebtedness hereby secured and the interest thereon as herein and in said notes provided; to pay, before any penalty shall attach thereto, all taxes and assessments, or instalments thereof, levied upon said premises; to commit or suffer no waste to said premises; to suffer no liens of mechanics or material men, or other claims to attach to such premises; and to keep all buildings and fixtures which may be upon said premises at any time during the continuance of said indebtedness insured against loss or damage by fire or wind or other risks (commonly known as "extended coverage") to the full insurable value thereof in such insurance company or companies as may be approved by the Trustee or the holder or holders of the principal notes and to deliver all insurance policies to the Trustee or such holder or holders, all such policies to include the usual Mortgage or Trustee clause which shall provide that all sums recoverable upon the same shall be payable to the Trustee, and the Grantors agree that in the event of a loss or damage to the said premises, or any portion thereof, by fire or otherwise, the Trustee shall have the exclusive right to adjust, collect, settle, compromise or litigate any claims against insurance companies and the Trustee's action in this regard shall be conclusive as against the Grantors and all sums thus recovered, if any, shall be held, disbursed and applied as the Trustee may see fit or the holder or holders of the principal notes direct, either in reduction of the unpaid principal indebtedness or to the restoration or repair of the said premises. All such policies and all renewals thereof shall be delivered as aforesaid before the expiration of any then existing insurance and in the event of the failure of the said Grantors so to pay said taxes and assessments or any instalments thereof, or to pay any such liens of mechanics or material men, or to keep said buildings insured, or to deliver the said insurance policies or any of them as aforesaid, the Trustee or the holder or holders of said principal notes, or of any of them, may pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises, or may procure such insurance, or settle any lien of any mechanic or material man, or other claim attached to said property, and all moneys so paid and any other moneys disbursed by the legal holder of said indebtedness to protect the lien hereof, with interest thereon at the highest rate for which it is now in such case lawful to contract, from the date of payment, shall be so much additional indebtedness secured hereby, and it shall not be obligatory upon the holder of said indebtedness to inquire into the validity of any such tax liens or titles, taxes or special assessments or sales therefor, or into the validity of any lien of mechanics or material men, or of other claims attaching to said property, in advancing moneys in that behalf as above authorized.

In the event of a breach of any one of the aforesaid covenants or agreements or in case of default in the payment of any note secured hereby, or any instalment of interest thereon, or principal thereof, or upon the conveyance, assignment or transfer by law or otherwise, of the title or any interest therein to the real estate described in said trust deed, according to the terms thereof, the whole of said principal indebtedness, together with the accrued interest thereon, shall, at the election of the legal holder or holders thereof (which election may be made at any time thereafter without notice), become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, in like manner as if all of said indebtedness had then matured by lapse of time.

THE FORECLOSURE MAY BE MADE AND CONDUCTED BY BARBARA BROWN
LAKESIDE TRUST AND SAVINGS BANK
CHICAGO, ILLINOIS 60602

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It is further agreed by the Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, that in case a right of foreclosure or other right of action shall arise hereunder in any of the manners above specified, the legal holder or holders of said principal notes or of any part thereof, or the said Trustee for the benefit of such holder or holders, shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as may be necessary; that all expenses and disbursements, paid or incurred in behalf of the plaintiff in connection with the foreclosure hereof—including reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges, cost of procuring or completing an abstract of title or a letter of opinion or minutes for foreclosure, showing the whole title to said premises embracing foreclosure decree—shall be paid by the Grantors; that the like expenses and disbursements, occasioned by any suit or proceeding wherein the Trustee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantors; that such fees, expenses and disbursements shall be an additional lien and charge upon said premises secured by this trust deed, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; and that such proceedings shall not be dismissed, nor a release hereof given, until all such fees, expenses and disbursements, and the costs of suit, have been paid.

The Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, waive all right to the possession of and income from said premises pending such foreclosure proceedings and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this trust deed the court in which such bill is filed may at once and without notice to the said Grantors or to any party claiming under said Grantors appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises, during the pendency of such foreclosure suit and until the full time allowed by law to redeem the same from any sale thereunder shall expire, irrespective of any redemption that may have been made prior to the expiration of said full period. When the said notes and all expenses accruing under this trust deed shall be fully paid, the Trustee or its successor shall release this trust deed and reconvey all of said premises remaining unsold to the said Grantors or their heirs or assigns, upon receiving reasonable charges therefor. The Trustee may in the exercise of its discretion accept the production of the principal notes, duly canceled as sufficient proof of the payment of the indebtedness secured hereby, and may waive the production of any or all of the interest coupons at the time of releasing this Trust Deed. In case of the resignation, inability or refusal to act of said Trustee, then Chicago Title & Trust Company, of Chicago, Illinois, is hereby appointed and made successor in trust herein, with like power and authority as is hereby vested in said Trustee.

If this instrument is executed by one individual, then the word "Grantors" and all verbs, pronouns and other words qualifying, applying or referring to the same in this instrument shall be construed as if the same had been written in the singular, and if this trust deed secures only one principal note, then the word "notes" as used herein shall be held to mean such note.

WITNESS the hands and seals of the said Grantors the day and year first above written.

Charles F. Wass (SEAL)
 Charles F. Wass (SEAL)
Jean Wass (SEAL)
 Jean Wass (SEAL)

STATE OF ILLINOIS }
 COUNTY OF COOK } ss.



I, the undersigned, *Hazel Schwartz*, a NOTARY PUBLIC in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

CHARLES F. WASS AND JEAN WASS, HIS WIFE 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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

The principal note mentioned in the within Trust Deed has been identified herewith. GIVEN under my hand and notarial seal this 29th day of March, 1976

Register Number 3099
 LAKE VIEW TRUST AND SAVINGS BANK
 Trustee,
 By: *Robert [Signature]* Trust Officer

Hazel Schwartz
 NOTARY PUBLIC
 My Commission Expires April 12, 1976

23 440 230

RECORDED BY DEPT. OF RECORDS
 COOK COUNTY, ILLINOIS

200-5595

BOX 146

TRUST DEED

Charles F. Wass and
 Jean Wass, his wife

1976 APR 5 PM 2 30

APR 5-76 167244 • 23440230 • A

LAKE VIEW BANK
LAKE VIEW TRUST AND SAVINGS BANK

Address of Property
 2843 North Springfield Avenue
 Chicago, Illinois 60618

LAKE VIEW BANK

LAKE VIEW TRUST AND SAVINGS BANK

23440230

END OF RECORDED DOCUMENT