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TRUST DEED

COOK COUNTY FILED 23 447 501
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Form 815 THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made March 20, 1976, between Chicago Title and Trust Company, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated March 10, 1976 and known as Trust number 1067474, herein referred to as "First Party," and George F. Gee, of the Village of Orland Park, Cook County, Illinois, hereinafter referred to as TRUSTEE, witnesseth:

THAT WHEREAS First Party has concurrently herewith executed 10 principal notes bearing even date herewith in the total Principal Sum of FORTY THOUSAND AND NO/100 * * (\$40,000.00) * * DOLLARS, made payable to BEARER and delivered, said principal notes being in the amounts and maturing as follows:

Principal Notes 1 through 7, each being in the principal sum of \$5,000.00,
Principal Notes 8 and 9, each being in the principal sum of \$2,000.00, and
Principal Note 10 is in the principal sum of \$1,000.00,

and by which said notes the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sums so evidenced by said notes with interest thereon from date

until maturity at the rate of 8 1/2 per centum per annum, payable semi-annually, on the

20th day of March and of September in each year, which said several installments of interest until the maturity of the respective notes are hereinafter evidenced by interest coupons ~~XXXXXXXXXX~~ ~~XXXXXXXXXX~~ all of said principal and interest bearing interest after maturity at the rate of ~~XXXXXX~~ per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Orland Park, Illinois as the holders of the notes may, from time to time, by writing appoint, and in absence of such appointment, then at the office of Orland State Bank, Orland Park, Illinois ~~XXXXXXXXXX~~

NOW THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this indenture, and also in consideration of the sum of One Dollar, in hand paid, the receipt whereof is hereby acknowledged, does hereby irrevocably grant, release, alien and convey unto the Trustee, its successors and assigns the following described Real Estate situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 21 in Silver Lake Gardens Unit #4 a Subdivision of Part of the North Half of the South Half of Section 13, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County Illinois.

10.00

which with the property hereinafter described, is referred to herein as the "premises."
FOURTH, said premises, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof to be paid and for the use and service of said First Party, its successors or assigns, to be entitled thereto (which are pledged primarily as to a party with said real estate and not 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, including (without restricting the foregoing) screens, window shades, blinds, doors and windows, floor coverings, radiator beds, awnings, stoves 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 First Party or its 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 and for the equal security of the said principal notes hereinabove described, and the interest coupons thereto attached, without preference or priority of any one of said principal notes and the interest coupons thereto attached over any of the others by reason of priority of time of maturity of the negotiation thereof or otherwise.

IT IS FURTHER UNDERSTOOD AND AGREED THAT
1. That the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to (1) promptly repair, replace or rebuild any buildings or improvements now 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 lien not expressly subordinated to the lien hereof, (3) pay, assess, and discharge all indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request return same to the assignee of the discharge of such lien or charge to the holders of the notes, (4) complete within a reasonable time any building or building work or any work in process of completion upon said premises, (5) comply with all requirements of any municipal ordinance with respect to the premises and the use thereof, (6) refrain from making material alterations in said premises except as required by law or municipal ordinance, (7) pay before any party attaches all general taxes, and pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and upon written request to furnish to Trustee or to holders of the notes duplicate receipts therefor, (8) pay in full and in advance in the manner provided by statute any tax or assessment which First Party may desire to contest, (9) keep all buildings and improvements on the premises insured against loss or damage by fire, lightning or windstorm under policies procuring for covered

NAME: *Paul J. ...*
ADDRESS: *Box 924*
CITY: *...*
This Document Prepared By: *...*
11 N. WASHINGTON Street
CHICAGO, ILL. OFFICE BOX NUMBER: *924*

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
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by the insurance companies of business sufficient either to pay the cost of replacing or repaying the same or to pay in full the indebtedness secured hereby, and to maintain satisfactory to the holders of the notes under insurance policies payable in case of loss or damage to Trustee for the benefit of the holders of the notes, such rights to be exercised by the standard mortgage clause to be attached to each policy, and to deliver all policies including additional and renewal policies to holders of the notes, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration, then Trustee or the holders of the notes or of any of them, may, but need not, make any payment of premium and all heretofore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on the premises, if any, and purchase, discharge, compromise or settle any tax lien or other lien or claim thereon, or from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All money 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 notes or of any of them, to protect the mortgaged premises and the lien hereon, plus reasonable compensation to Trustee for each matter considered which is not herein authorized may be taken shall be as though 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 (fraction of Trustee or holder of the notes shall never be considered as a source of any right according to them on account of any of the provisions of this paragraph).

2. The Trustee or the holders of the notes hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any law, statute or estimate provided to in the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, lien, forfeiture, tax lien or other claim thereon.

3. At the option of the holders of the principal notes or of any of them, and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the principal notes or interest coupons or in this trust deed to the contrary, become due and payable immediately in the case of default in making payment of any of the principal notes, or (b) when default shall occur and continue for three days either, in the payment of any interest coupon, or in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof.

4. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, holders of the notes and interest coupons or of any of them or Trustee shall have the right to foreclose 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 expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holder of the notes or of any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication fees and costs which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of title, title searches and examination guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holder of the notes or of any of them may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the system 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 notes or of any of them, in connection with any proceeding including foreclosure and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant. In event of a sale under this trust deed or any indebtedness hereby secured, or the preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or the preparation for the defense of any threatened suit or proceeding which might affect the proceeds of the property hereof, whether or not actually commenced.

5. 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 unpaid interest coupons and interest on the principal notes, including all such items as are mentioned in the preceding paragraph hereof, second all other items which may be provided hereon, third all principal and interest remaining to be paid on the principal notes or interest coupons, fourth, any surplus to First Party or its successors or assigns, as their rights may appear.

6. 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 at the time of application for such receiver of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the claim of any of the parties to the premises, whether the same shall be assigned as a mortgaged 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, distribute the full statutory portion of redemption which there be redemption or not, as well as during any further term, when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said term, from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of (a) 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 sale, (2) the deficiency in case of a sale and deficiency.

7. The state of the holders of the note or any of them shall have the right to inspect the premises at all reasonable times, and access thereto shall be provided for that purpose.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exert any power hereof, given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or intentional default of the agents or employees of Trustee, and if they require additional satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured hereby has been paid in full, and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereon, produce and exhibit to Trustee the principal notes (with or without the coupons evidencing interest thereon), 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 successor, Trustee may accept as the genuine notes herein described any notes which bear a certificate of identification purporting to be executed by a person or persons hereunder or which conform in substance with the description herein contained of the principal notes and which purport to be executed on behalf of First Party, and where the release is requested of the original Trustee and it has been a certified copy of the original notes or any authentic identifying matter as set forth in the principal notes herein described, any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed on behalf of First Party.

10. Trustee may resign by instrument in writing, filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar 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 Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

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THIS TRUST DEED is executed by the Chicago Title and Trust Company, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Chicago Title and Trust Company, hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly intended and agreed that nothing herein or in said principal notes or interest coupons contained shall be construed as creating any liability on the said First Party or on said Chicago Title and Trust Company personally to pay the said principal notes or any interest that may accrue thereon, or any indebtedness arising hereunder, or to perform any covenant either express or implied hereon, in any capacity, it may being expressly waived by Trustee and by every person in hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Chicago Title and Trust Company personally are concerned, the legal holder or holders of said principal notes and interest coupons and the owner or owners of any indebtedness secured hereunder shall look solely to the premises hereby conveyed for the payment thereof by the enforcement of the lien hereby created in the premises, and shall not be entitled to any remedy or action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and his corporate seal to be hereunto affixed and attested by its Assistant Secretary, this _____ day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, Trustee as aforesaid and not personally,

By *Walter H. Kellerman* VICE PRESIDENT

Attest *Paul Krug* ASSISTANT SECRETARY

STATE OF ILLINOIS)
COUNTY OF COOK) 85
I, **VERLIND PLATER**
a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
ARLENE M. KARALINIC
ASS'T. Vice President of the CHICAGO TITLE AND TRUST COMPANY, and
KAREN ALANUS
Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and executed the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, and that they are duly authorized by the board of directors of said Company to execute the same, and that they acknowledged that said Assistant Secretary, as Assistant Secretary of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary a free and voluntary act and as the free and voluntary act of said Company as Trustee as aforesaid for the uses and purposes therein set forth.

MAR 29 1976

Verlinda Plater
Notary Public

IMPORTANT
FOR THE PRODUCTION OF BOTH THE BORROWER AND LENDER
THE PRINCIPAL NOTES SECURED BY THIS TRUST DEED SHOULD
BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE
TRUST DEED IS FILED FOR RECORD

END OF RECORDED DOCUMENT