

UNOFFICIAL COPY

Unit 1
7-5-61
Call

TRUST DEED
23 471 528

1976 MAY 3 PM 4 01
MAPS 40 182772 • 23471528 - A -- Rec 11.00

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made April 29th, 1976, between

Ruth Herzer, a spinster

herein referred to as "Mortgagors," and **Oak Park Trust & Savings Bank**, a corporation organized and existing under the laws of The State of Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly 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 ---Nine thousand and no/100 (\$9,000.00)-----Dollars, evidenced by one certain Instalment 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 date of loan disbursement on the balance of principal remaining from time to time unpaid at the rate of 8 1/2 per cent per annum in instalments as follows: Seventy eight and 11/100 (\$78.11)

Dollars on the 1st. day of June 1976 and Seventy eight and 11/100 (\$78.11)

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 May 19 96. 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 instalment unless paid when due shall bear interest at the rate of ~~8 1/2~~ per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Oak Park 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 Oak Park Trust & Savings Bank in said City.

NOW, THEREFORE, the Mortgagors to secure the payment 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 \$9,000.00 in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate, right, title and interest therein, situate, being and lying in the City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS

LEGAL DESCRIPTION RIDER

Unit 1 B as delineated on the survey of all that certain tract or parcel of land situated in the City of Chicago, County of Cook, State of Illinois, of the following described parcel of real estate (hereinafter referred to as "Parcel"):

Lot 16 and the South 10.67 feet of Lot 17 (as measured on the East and West Lines thereof) in Block 4 in Lill and Peterson's Subdivision of the South 1/2 of the South West 1/4 of the North West 1/4 (except the North 162.58 feet thereof and except street heretofore dedicated) of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

which survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by Northwest National Bank of Chicago, as Trustee under Trust No. 2321, recorded in the Office of the Recorder of Cook County, Illinois, as Document No. 228028-1, together with an undivided 9.83 percent interest in said Parcel (excepting from said Parcel all the property and space compromising all the units thereof as defined and set forth in said Declaration and Plat of Survey).

Grantor also hereby grants to grantee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of the property set forth in the aforementioned Declaration, and grantor reserves to itself, its successors and assigns the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

This deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration, the same as though the provisions of said Declaration were recited and stipulated at length herein.

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East

100

Property of Cook County Clerk's Office

COMPTROLLER

23 471 528

which, with the property hereinafter described is referred to herein as the premises... TO HAVE AND TO HOLD the premises unto the said Trustee...

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.

[SEAL] Ruth Herzer [SEAL] [SEAL] Ruth Herzer [SEAL]



Notary Public in and for the County of Cook in the State of Illinois, DO HEREBY CERTIFY THAT Ruth Herzer, a spinster

is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she agreed, read and declared the said instrument as her free and voluntary act, by the terms and purposes therein set forth, pertaining to the release and conveyance of the right of redemption.

GIVEN under my hand and Notarial Seal this 14th day of April, A. D. 1926.

Notary Public

16. The mortgagee covenant during the term of this mortgage not to suffer or permit without the written permission or consent of the trustee being first had and obtained a sale, assignment or transfer of any right, title, or interest in and to said property or any portion thereof.

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

- Mortgagors shall (1) promptly repair, restore 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 mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof, (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien 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 said premises, (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (6) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said property insured against loss or damage by fire or lightning for the full insurable value thereof, and against tornadoes, windstorms, or cyclones, for 100 per centum of the insurable value thereof (the insurable value for all insurance purposes to be determined not less than the amount of said principal indebtedness), all in companies satisfactory to holder and make all necessary policies payable in case of loss to Trustee by the standard mortgage clause (to be attached to each policy) for the benefit of holder, deliver all policies including additional and renewal policies to holder, and in case of insurance about to expire, so deliver renewal policies not less than twenty days prior to the respective dates of expiration.
- In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or charged any tax or assessment. All moneys paid for any of the purposes 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 lien hereof, plus reasonable compensation to Trustee for such 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. Inaction 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 Mortgagors.
- 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 procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the ability of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- Mortgagors shall pay each term of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note and without notice to Mortgagors, 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 default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to enforce 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 holders of the note for attorneys' fees, Trustee's fees, appraiser's fees and other professional, documentary and expert evidence, photographers' charges, publication costs and costs (which may be estimated as to claims to be expended after entry of the decree of foreclosing all such interests in title, title searches and examinations, guarantee policies, forms, certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders of the note) which may be paid 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 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, in 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 defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 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 items as are mentioned in the preceding paragraph hereof, second, all other items which may be due to the Trustee or holders of the note, third, on account of the indebtedness secured by this Trust Deed, and fourth, all principal and interest remaining unpaid on the note. Fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 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 Mortgagors at the time of application for such receiver and with out 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 or sale and to receive and collect during the full statutory period of such foreclosure, whether there be redemption or not, as well as during any further times when Mortgagors, 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 usual in such cases for the protection, possession, 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 in his hands in payment in whole or in part of (1) the indebtedness secured hereby, or by any other foreclosure of 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.
- No action for the enforcement of the lien or 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 hereby secured.
- 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.
- 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 execute 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 misconduct or that of the agents or employees of Trustee, and it may require instruments satisfactory to it before exercising any power hereof given.
- Trustee shall release this trust deed and the lien thereon only 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 hereunder assuming that all indebtedness hereby secured has been paid, which release upon production of such evidence shall constitute a release of the indebtedness secured by this trust deed, and such release may be accepted as the genuine note hereon described any note which bears a recitation of identification purporting to be executed by a prior Trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has never executed a release on any instrument identifying same as the note described herein, it may accept as the genuine note hereon 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.
- Trustee at any time during hereunder may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument has been recorded or filed. In case of the resignation, inability or refusal of Trustee, ONE ALICE LITTLE AND THE CHICAGO, ILLINOIS, AN ILLINOIS CORPORATION, shall be Successor in Trust, and in case of its resignation, inability or refusal to act the Recorder of Deeds of the county in which said property is situated shall be such Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons bound by the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

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It is further understood and agreed that, together with, and in addition to, the payments of principal and interest payable under the terms of the note secured hereby, mortgagors will deposit with the Trustee herein on the regular monthly payment date of each month until the said note is fully paid a sum equal to the taxes and assessments next to be billed on the mortgaged property (all as estimated by the Trustee) less all sums already paid therefore, divided by the number of months to elapse before one month prior to the date as estimated by Trustee when such tax and assessment bills should ordinarily be available, such sums to be held by Trustee in trust to pay said taxes and special assessments. Any deficiency in the amount of any such tax and assessment deposit shall, unless made good by the mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. 100-1000000

Oak Park Trust & Savings Bank, as Trustee

by Robert E. Korman
Assistant Secretary

D NAME Oak Park Trust & Savings Bank FOR RECORDER'S INDEX PURPOSES
E ADDRESS Village Mall Plaza INSERT STREET ADDRESS OF ABOVE
L CITY Oak Park, Illinois IN 128 RIBBON THIRTIETH HERE

I 5223 North East River, Apt. 1B
V Chicago, Illinois
E
R
Y

OR
INSTRUCTIONS
RECORDER'S CERT. NO. NUMBER 100-1000000

END OF RECORDED DOCUMENT