

# UNOFFICIAL COPY

23 477 696



## TRUST DEED

CTIC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made

May 1

1976, between

LLOYD DUMAS and BARBARA P. DUMAS, 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 Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Seven Thousand Five Hundred and no/100----- Dollars,

evidenced by one certain Installment 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 the date hereof of 9 1/2% per cent per annum in installments (including principal and interest) as follows:

Sixty-eight and no/100----- Dollars on the first day of June 1976 and Sixty-eight and no/100----- Dollars on the first 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 first day of May 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 holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Hertha Lartz, 6501 N. Kenton, ~~Lincolnwood, Illinois 60646~~

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 One Dollar in hand paid the receipt whereof is hereby acknowledged, do hereby CONVEY 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, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS,

The North 40 feet of Lot 77 in Frank C. Wood's Addition to Maywood, being a Subdivision of the West Half of the South West 1/4 of Section 14, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

10.00

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

TOGETHER with all improvements, fixtures, accessories, fixtures and appurtenances thereto belonging, and all trees, bushes and plants thereon for so long and during all such times as the Mortgagors may be entitled thereto, together with all rights and claims in and to said real estate and all appurtenances (whether single and/or several, controlled and uncontrolled) and whatsoever including, without limitation, the following: express, implied, trade, store, fixtures and windows, floor coverings, mobile beds, awnings, doors and water heaters. All of the foregoing are declared to be a part of said real estate which shall, jointly, attached thereto or not, as it is agreed that all similar appurtenances, equipment or fixtures hereafter placed on the premises by the mortgagors or their 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, to use for the purposes and upon the terms and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Law 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 and seal of the said Mortgagors the day and year first above written

Lloyd Dumas [SEAL]  
Barbara P. Dumas [SEAL]

STATE OF ILLINOIS

THOMAS J. FREEMAN, JR.

County of DuPage, Illinois, I, the undersigned, being a resident of said County, in the State aforesaid, do HEREBY CERTIFY THAT Lloyd Dumas and Barbara P. Dumas, his wife,



are subscribed to the foregoing instrument, and in the presence of me, the undersigned, they acknowledged that they signed and acknowledged the same for the purposes and purposes set forth herein and in the instrument referred to. Witness my hand and seal this 29th day of April 1976.

MAY 6 64-42-884

23 477 696

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

1. 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 incumbrances 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 ordinance 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; (7) 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 or in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

2. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing that payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, shall be made payable to the holders of the note, under insurance policies payable in case of loss or damage to the premises to the holder of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional policies, to the holder of the note, and in case of insurance about to expire, shall deliver renewal policies, notice of non-renewal or the expiration date of expiration.

3. In case of default in the payment of the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgagors in any form and amount deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, of any and purchase, discharge or compromise of, with any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises, or any other encumbrance. Mortgagors shall pay 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, plus reasonable compensation for Trustee or such matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby, and shall be immediately due and payable without notice and with interest thereon at the rate of per annum. Trustee or the holder of the note shall not be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

4. Trustee or the holder of the note, even by making any payment hereby authorized relating to taxes or assessments, may do so according to a bill, statement or estimate provided from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of the tax, assessment, sale, forfeiture, tax lien or other lien or claim of the holder of the note for attorney's fees, Trustee's fees, appraiser's fees, outlays for disbursements and expenses, not including attorney's charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree, including all such abstracts of title, title searches and examinations, title insurance policies, Torrens 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 substituted for such debt, the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph provided for shall be deemed to be 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 any proceeding, including probate and bankruptcy proceedings, in which either of them or a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or the administration, for the settlement or payment of any debt for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced, or the defense of any debt secured suit or proceeding which might affect the premises or the security 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, in payment of all costs and expenses incident to such foreclosure proceeding as are mentioned in the preceding paragraph hereof; second, all other items which shall be the first lien or liens secured by the mortgage hereof, with interest thereon as herein provided; third, 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.

6. Upon or at any time after the filing of a bill or decree in 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 notice without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the 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 foreclosure, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time action Mortgagors, except for the redemption of such receiver, would be entitled to collect such rents, issues and profits, and all other proceeds which may be necessary or unusual in such cases, for the protection, possession, control, management and operation of the premises during the whole of said period. The court may from time to time 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 decree hereof, and (2) any tax, special assessment or other lien which may be or become superior to the lien hereof or of (3) the taxes, special assessments and other liens, which may be or become superior to the lien hereof.

7. No action for the enforcement of the terms of any provision hereof shall be subject to any defense which would not be good and available to the party entering same in an action at law upon the note hereby secured.

8. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

9. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity or authority of the signatories to the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the note hereof, nor be liable for any act or omission hereunder, except in case of its own gross negligence or misconduct or that of the signatories or persons of Trustee, and it may require independent satisfactory title before exercising any power herein given.

10. Trustee shall have no liability for the loss of or damage to the note or trust deed or the loss thereof by proper instrument, or 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, 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 as true without inquiry, where a release is requested of a successor trustee, or a successor trustee may accept as the note hereof described 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 if he has received a declaration in writing from the maker of the note, describing the note, and if the note hereof 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.

11. Trustee may register a statement of account 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 registration, Trustee or holder of the note, or the Recorder or Registrar of titles of the county in which the premises are situated shall be Successor in Title. Any Successor in Title 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.

12. The 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" which word herein includes all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons 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 instrument is used.

COPIED AND FILED IN THE OFFICE OF THE RECORDER OF DEEDS

MAY 7 2 10 PM '75

\*20477696

IMPORTANT

THE NOTE REFERRED TO IN THIS TRUST DEED SHOULD BE RETURNED TO CHICAGO TITLE AND TRUST COMPANY BEFORE THE FIRST DEEDS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY, Trustee

MAIL TO

CHICAGO TITLE AND TRUST COMPANY

FOR RECORDERS' INDEX PURPOSES PLEASE PRINT ADDRESS OF ABOVE CLEARLY AND LEGIBLY HERE

PLACE IN RECORDER'S MARKER BOX NUMBER

BOX 533

END OF RECORDED DOCUMENT