

TRUST DEED

Deliver To  
Recorder's Office  
Box No. 413

23 503 830

THE ABOVE SPACE FOR RECORDERS USE ONLY

31 26 316 042  
64 49 182 m

THIS INDENTURE, made APRIL 16, 1976, between RONALD A. VICK AND DONNA VICK, HIS WIFE, herein referred to as "Mortgagor", and HERITAGE / PULLMAN BANK AND TRUST COMPANY an Illinois corporation doing business in Chicago, 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 this Note, in the principal sum of TWENTY THREE THOUSAND, EIGHT HUNDRED AND NO/100 (\$23,800.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 8 3/4% per cent per annum in instalments as follows:

ONE HUNDRED EIGHTY SEVEN AND 25/100 (\$187.25) Dollars on the first(1st) day of JULY, 1976 and ONE HUNDRED EIGHTY SEVEN AND 25/100 (\$187.25) Dollars on the first(1st) day of each month thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the first(1st) day of JUNE 2006. 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 3/4% per cent 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 PULLMAN BANK & TRUST COMPANY in said City.

NOW, THEREFORE, the Mortgagors to secure 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 by these presents 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,

PARCEL I

Lot Six(6) (except the West 2.00 feet thereof) and the West 2.03 feet of Lot Seven(7), all in Block Four Hundred Six(406) in Lioncrest Subdivision, being a Subdivision of part of the Southwest Quarter(SW 1/4) of Section Twenty Six(26), Township Thirty Five(35) North, Range Thirteen(13) East of the Third Principal Meridian, in Cook County, Illinois.

ALSO PARCEL II

Easement for the benefit of Parcel one (1) as set forth in Declaration made by Harris Trust and Savings Bank, Trustee under Trust no. 32543 Recorded October 4, 1967, as Document no. 20281108

THIS INSTRUMENT WAS PREPARED BY:  
Heritage/Pullman Bank & Trust Company  
Name M. Lindberg  
1000 East 11th Street  
Chicago, Illinois 60620  
Address

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, fixtures, appurtenances, fixtures, and appurtenances thereto belonging, and all rents, issue and profits thereof for so long and during all such times as the Mortgagors may be entitled thereto (together and pledged primarily and as a party with said real estate, or its successors), 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, storm doors, windows, floor coverings, interior back coverings, 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 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 with the said Trustee, its successors and assigns, forever, for the purposes and upon the covenants and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws 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 conditions and provisions appearing on the page and on page two (the reverse side hereof) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS the hands and seals of Mortgagors the day and year first above written.  
Ronald A. Vick (SEAL) Donna Vick (SEAL)  
RONALD A. VICK (SEAL) DONNA VICK (SEAL)



STATE OF ILLINOIS  
I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT RONALD A. VICK AND DONNA VICK, His Wife who are 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.  
GIVEN under my hand and Notarial Seal this 26th day of May, A.D. 1976  
\_\_\_\_\_  
Notary Public.

10.00

23 503 830

1. Mortgages shall (1) promptly repair, restore or rebuild any building 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 mechanical 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 of said premises except as required by law or municipal ordinance.

2. Mortgages shall be liable for the payment of all general real estate taxes and shall deposit or cause to be deposited with the Trustee named in this Trust Deed or with the legal holder of the note referred to herein on the first day of each month during the term of said loan a sum equal to one twelfth of the estimated general real estate taxes next accruing against said premises computed on the amount of the last ascertainable real estate taxes. Mortgages shall pay special taxes, special assessment water charges, sewer charges and other charges against the premises when due and shall upon written request furnish to Trustee or to holders of the note referred to herein duplicate receipts therefor.

3. Mortgages shall cause all buildings and improvements now or hereafter situated on said premises to be insured against loss or damage by fire, lightning or windstorm under policies providing for 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, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders 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 and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver approval policies not less than ten days prior to the respective dates of expiration. Mortgages shall deposit with the Trustee an amount equivalent to one twelfth of the annual insurance premiums on the first day of each and every month during the term of said loan. The amounts deposited under the real estate tax reserve and insurance reserve referred to in paragraphs two and three hereof shall be held by the Trustee or the legal holder of the note as and for a Special Fund to be used by the Trustee or the legal holder of the note to pay the general real estate taxes levied against said premises and insurance premiums as and when the same become due and payable.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgages 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 thereon, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All moneys 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 note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each 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 delay or protest thereof at the rate of seven per cent per annum, in addition to the principal of the note, and 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 Mortgages.

5. 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 body without inquiry into the accuracy of such bill, statement or estimate or into the validity of any bill, assessment, sale, forfeiture, tax lien or title or claim thereon.

6. Mortgages shall pay each item 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 Mortgages, 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 (as if immediately) in the case of default in making payment of any installment of principal or interest on the note, or in case of any default in making payment of any installment of principal or interest on any other note secured by this Trust Deed, or in case of any default in the amount of any moneys to be paid, or in case of any default in the performance of any of the obligations herein contained, and the Trustee or the holders of the note, or any one of them, may collect a "late charge" on each payment more than fifteen days in arrears to cover the extra expense involved in handling delinquent payments.

7. When any indebtedness hereby secured shall become due, whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, in any suit to enforce the lien hereof, there shall be allowed and included an additional indebtedness in the amount of all expenditures and expenses which may be incurred in any suit to enforce the lien hereof, including all costs and charges, including attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, notary's charges, publication costs and costs which may be estimated as to them to be essential sites of the decree of foreclosure of procuring all such abstracts of title, title searches and examinations, guarantee policies, Trustee's certificates, and similar data and assistance with respect to title as Trustee or holders of the note may deem reasonably necessary to obtain a decree, such suit or proceeding, to holders of the note or Trustee at any time which may be necessary in the course of the foreclosure proceedings, and the value of the services. 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 said or incurred by Trustee or holders of the note in connection with any proceeding, including purchase and foreclosure proceedings, in which either of them shall be a party, plaintiff or defendant, or any suit to enforce the lien hereof, or in connection with 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 in preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an amount of all costs and expenses incident to the foreclosure proceedings, including all such costs and expenses as are mentioned in the preceding paragraph hereby second, all other debts which under the terms hereof constitute secured indebtedness and third, to that extent provided by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any proceeds of Mortgages, there being, local representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this debt, 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 existence or non-existence of Mortgages at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then encumbered 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, during the full statutory period of redemption, whether there be distribution of or as well as during any further time when Mortgages, except the intervention of such receiver, should 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 period. The court from time to time may authorize the receiver to apply the net income of the premises in whole or in part to (1) the indebtedness secured hereby or by any decree foreclosing this trust deed, or any other indebtedness secured by any deed, which may be a lien superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) for deficiency on a sale of said premises.

10. No action for the enforcement of the lien or of any portion thereof shall be subject to any defense which would not be good and available to the party introducing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to accept the proceeds of all reasonable sales and actions thereon shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, boundaries, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to execute any power herein given unless expressly obligated by the notes hereon, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of its agents or employees or Trustee, and it may employ independent title insurance to insure against any power herein given.

13. Trustee shall release this trust deed and the lien thereof by a public trustee 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 in lieu of 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 loan here secured hereby secured hereon paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such release shall be given only if the person requesting the same shall produce a certificate 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 person herein designated as such trustee, and which purports to be executed by the person herein designated as the original trustee and it has never executed a substitute certificate of identification, or which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as such trustee.

14. Trustee may assign 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, death or of the Trustee, the fees Recorder or Registrar of Titles of the county in which the premises are situated shall be Successor to Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the said "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

16. In the event of the sale or transfer of the Title to the premises described herein, the holder of the note secured hereby may, at its option declare the entire amount of the indebtedness to be immediately due and payable.

COOR COUNTY, N. C.  
FILED FOR RECORD

JUN 1 10 46 AM '75

Sharon R. Cohen  
Assistant Secretary

#23503830

IN THE EVENT OF THE DEATH OF THE TRUSTEE OR THE TITLE TO THE PREMISES DESCRIBED HEREIN, THE TRUSTEE OR THE TITLE TO THE PREMISES DESCRIBED HEREIN MAY AT HIS OR HER OPTION DECLARE THE ENTIRE AMOUNT OF THE INDEBTEDNESS TO BE IMMEDIATELY DUE AND PAYABLE.

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

This instrument (note mentioned in the within Trust Deed) has been identified between under identification No. **FULLMAN BANK AND TRUST COMPANY**

by **Assistant Vice President**  
**Assistant Secretary**

D NAME | **FULLMAN BANK AND TRUST COMPANY**  
E STREET | **4066 Appleby Lane**  
L CITY | **Lifton Park, Ill.**  
V | **CHICAGO, ILLINOIS 60630**  
R | **OR**  
Y INSTRUCTIONS

FOR RECORDERS UNDER PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

RECORDED'S OFFICE OF NUMBER 413