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TRUST DEED FOR RECORD

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JULY 14, 3:18 PM '76
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RECORDED IN O.C.

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

RECORDED IN O.C.

RECORDED IN O.C.

LATER DATE
10/5/76

THIS INDENTURE, made July 12, 1976, between
ERNEST GREEN and LUBERTA GREEN, 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:

IT IS WHEREAS the Mortgagors are justly indebted to the legal holders of the Instrument Note hereinafter described, said legal holder or holders herein referred to as Holders of the Note, in the principal sum of Twenty-one Thousand One Hundred Dollars (\$21,000.00).

THOU said and no/100-----Dollars plus interest thereon at the rate of 11% per annum, from time to time, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF JENNIE PESHKIN,

and delivered, in writing, which said Note, the Mortgagors promise to pay, the said principal sum and interest from time to time, on the balance of principal remaining from time to time unpaid, plus interest thereon at the rate of 11% per annum, (including principal and interest) as follows:

Three Hundred Two and 24/100-----(\$302.24)-----Dollars or more on the 20th day of August 1976, and Three Hundred Two and 24/100-----(\$302.24)-----Dollars or more on the 20th 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 20th day of July, 1984. 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 payment of each instalment unless paid when due shall bear interest at the rate of 11% 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 Jennie Peshkin, 2342 W. Birchwood, 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 One Dollar in and aid, 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 CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

The South 50 feet of Lot 5 and the North 3 feet of Lot 6 in Block 13 in Normal School Subdivision of the West 1/2 of the South East 1/4 of Section 21, Township 38 North, Range 14, East of the 3rd Principal Meridian,



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

TOGETHER WITH all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, air, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restriction) fireplaces, screens, window shades, storm doors and windows, floor coverings, indoor 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 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, forever, for the purposes, and upon the uses 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 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) Ernest Green (SEAL)

(SEAL) Luberta Green (SEAL)

STATE OF ILLINOIS,

I, , Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ERNEST GREEN and LUBERTA GREEN, his wife,

County of COOK

personally known to me to be the same persons described in the instrument, and to whom the premises above described in the instrument, appeared before me this day in person and acknowledged that they sign, seal, affix and subscribe the instrument as their true and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notary Public Seal this 14th day of July, 1976.

John S. Bell Notary Public

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

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on said premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair without expense to themselves, their mechanic's or other clients or claims for lien not expressly subordinated to the lien hereof; (c) pay all taxes and other indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request, furnish to Trustee or to holder of note evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any municipal ordinances with respect to the premises and the use thereof; (e) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before maturity all penalty attaches all general 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 bills of account 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.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss due to fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured), and policies providing for payment by the insurance companies of money sufficient either to pay the cost of repairing or replacing the same, or to pay, in full, the indebtedness secured hereby, all in companies satisfactory to the holders of the note, and in amounts and 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 renewals, to the holders of the note and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, due to the holders of the note, 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, or pay legal expenses, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien on title or claim thereof, or authorized from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes mentioned above, shall be held by Trustee for the benefit of the holders of the note, and in amounts and policies payable in case of loss or damage to Trustee for the benefit of the holders of the note to protect the mortgaged premises and the lien hereon, plus reasonable compensation, to be determined for the major 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 a rate equivalent to the post maturity rate set forth in the note, or a waiver of any right accruing to them on account of any delay in instituting proceedings under the note, or otherwise.

5. The Trustee or the holders of the note hereby, by this instrument, make payment, hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate made out from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereto.

6. Mortgagors 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 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 instalment 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.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note, or their attorney, 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 expense 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, outlays for documentary and expert evidence, attorney's fees for preparation of publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of process, and such other expenses of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assistance with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to defend against bidders at any sale, which may be had 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 a rate equivalent to the post maturity rate set for a like note securing this trust deed, if any, otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, or (b) as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for or 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.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of preference: First, on account of all costs and expenses incident to the foreclosure proceedings, including all attorney fees and expenses mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness, additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, their rights may appear.

9. 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 appointment, for such receiver and without regard to the then value of the premises or whether the same shall be then available for sale or not. 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 statutory period of redemption, 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 are usual in such cases for the protection, the care, control, management and operation of the premises, for the whole of said period. The Court from time to time may authorize his 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 for paying this instrument, or any general 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; (b) the deficiency in case of a sale and deficiency.

10. Any action for the enforcement of the lien or of 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.

11. 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.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, nor to inquire into the validity of the signatures or the identity, capacity, or authority of the signatory on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly provided by the terms hereof, nor liable for any acts or omissions hereunder except in case of its own gross negligence or misconduct or that of its agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien hereon upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been paid in full. Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after executing thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid in full. Trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with it. In case of a note which does not bear an identification number, the original trustee and which purports to be executed by the persons herein designated as the makers thereof, and where the case is requested of the original trustee and which purports to be executed by the persons herein designated as the makers thereof, it may accept a genuine note herein described as to which there may be presented and which conforms in substance with the description herein contained, and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Register of Deeds or Title in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal of Trustee, the successor of Deeds 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.

15. 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 "Mortgagor," when used herein, shall include all such persons and "persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or the Trust Deed." The word "note," when used in this instrument shall be construed to mean "notes," when more than one note is used.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by the parties, or set forth in the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for services performed under any provisions of this trust deed. The provisions of the "Trust And Trustee Act" of the State of Illinois shall be applicable to this trust deed.

17. In addition to the payments provided in the aforementioned "or" Mortgagors shall also deposit monthly with each payment of principal and interest a further sum equal to one-twelfth (1/12th) of the estimated yearly general real estate taxes and early premium for fire and casualty insurance coverage, the insurance policy to contain a standard loss payable clause.

18. This Trust Deed secures a partial purchase money obligation.

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Property of Cook County Clerk's Office

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.		CHICAGO TITLE AND TRUST COMPANY, <i>Rosemary D. Moore</i> Trustee By <i>Secretary</i> <i>President</i>	
<input type="checkbox"/> MAIL TO:	<i>Berlin 23559356</i>		
<i>10 S LaSalle St</i>		FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE	
<i>Chicago, Ill. 60603</i>		7044-46 South Yale Avenue	
<input type="checkbox"/> PLACE IN RECORDER'S OFFICE BOX NUMBER	<i>BOX 533</i>		
Chicago, Illinois			