

UNOFFICIAL COPY

Central National Bank
120 S La Salle St.
Chicago Ill. 60603
Installment Loan Div.
Box 333

TRUST DEED

Prepared By Mr Laria
120 S La Salle St.
Chicago Ill. 60603

23 645 948

This Indenture, made August 26 1976, between

EVYLN J BANKS his wife (hereinafter referred to as

"MORTGAGORS") and CENTRAL NATIONAL BANK IN CHICAGO, a national banking association, organized and existing under the laws of the United States of America, authorized to accept and execute trusts under the laws of the State of Illinois, (hereinafter referred to as "TRUSTEE"), witnesseth: That, whereas Mortgagors are justly indebted to the legal holder of a promissory note, termed "Installment Note" (hereinafter sometimes referred to as

"the note"), of even date herewith executed by Mortgagors

and delivered, in and by which note the makers thereof promise to pay the principal sum of THREE THOUSAND SEVEN HUNDRED ONE & 14/100 Dollars (\$ 3,701.14)

in installment payments as follows: SIXTY NINE & 19/100 Dollars (\$ 79.19)

on October 1 1976, and a like amount (except the last installment, which shall be the then unpaid balance) on the same day of each and every month thereafter until paid with (1) interest on the unpaid balance, after maturity of said note at the highest lawful rate and (2) with certain costs, expenses and "Late Charges" as in said note provided, all of the obligation evidenced by said note being made payable at the Banking House of CENTRAL NATIONAL BANK IN CHICAGO or at such other place as the holder from time to time of said note shall in writing appoint, which note further provides: (1) that at the election of the holder thereof, and without notice, the balance remaining unpaid thereon shall become at once due and payable at the place of payment aforesaid upon the happening of one or more of certain events as therein provided and (2) that all parties thereto severally waive presentment, demand for payment, notice of dishonor, protest and any or all other notices or demands in connection with the delivery, acceptance, performance, default or enforcement of said note.

NOW, THEREFORE, to secure the payment of the makers' obligations in accordance with the terms, provisions and limitations of the note and 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 \$1.00 in hand paid, the receipt whereof is hereby acknowledged, Mortgagors 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, to wit:

Lots 17 & 18 in Subdivision of E. 158.4 Ft of Blocks 3, 4, 9 and 10 in Tyrell Barrett and Kerfoots Subdivision of the E. 1/4 of the S. 1/4 of Section 11 Township 39 North, Range 13 East of the Third Principal Meridian

which, with the property hereinafter described is hereinafter referred to as the "premises," together with all improvements, tenements, easements, 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 rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled) and ventilation, including (without restricting the foregoing) screens, window shades, awnings, storm doors, storm windows, floor coverings, in-door beds, furnace pumps, fans, stoves, water heaters, and water softeners. All of the foregoing are declared and agreed to be part of said real estate whether mechanically or physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other fixtures, apparatus, equipment or articles hereafter placed in or on the premises by Mortgagors or their successors or assigns shall be part of the real estate in the same manner and with the same force and effect as though the same had been placed therein or thereon prior to the execution of this Trust Deed

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 right and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits 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 hereof, are incorporated herein by reference and are a part hereof and shall be binding upon Mortgagors, their heirs, personal representatives, successors and assigns.

WITNESS the hands and seals of Mortgagors the day and year first above written.

1976 SEP 22 AM 10 50

Evlyn M Banks (SEAL)

James Banks (SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, Lena Ramicone, a Notary Public in and for said County, in the

State aforesaid, certify that James Banks and Evlyn Banks his wife, 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 official seal, this 2nd day of November, 1976

Lena Ramicone
Notary Public

10.00

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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE OBVERSE SIDE HEREOF) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens, or liens in favor of the United States, or other liens or claims for lien, not expressly subordinated to the lien hereof; (4) 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 the holder of the note; (5) complete, within a reasonable time, any building or buildings now, or at any time, in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises, except as required by law or municipal ordinance, or as previously consented to, in writing, by the Trustee or the holder of the note.
2. 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 the holder of the note the original or duplicate receipts therefor. To prevent default, 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 a buildings, and improvements now or hereafter situated on said premises, insured against loss or damage by fire, lightning and 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 holder of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of 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 and renewal policies to the holder 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, Trustee or the holder of the note may, but need not, make any payment, or perform any act, heretofore 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 lien or charge against the premises, 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 reasonable attorneys' fees, and any other moneys advanced by Trustee or the holder of the note to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately and payable without notice, with interest thereon at the highest lawful rate. Inaction of Trustee or the holder 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.
5. The Trustee or the holder of the note hereby secured, making any payment hereby authorized pointing to the bills without inquiry into the accuracy of such bill, statement or estimate, or into the validity of any tax, assessment, sale, foreclosure, lien or title or claim thereon.
6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holder of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary in this Trust Deed or in the note, or interest thereon, become immediately due and payable when default shall occur in payment of any installment of the note, or interest thereon, or the happening of one or more other events specified in the note, or in case default shall occur and continue for three days in the performance of any other covenant, undertaking or agreement of the Mortgagors herein contained.
7. When the indebtedness hereby secured shall become due, whether by the terms of the note, by acceleration, or otherwise the holder of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. 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 the holder of the note for attorneys' fees, Trustee's fees, appraiser's fees, notary fees for documents and exhibits, and expert evidence, stenographers' charges, publication costs 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 examinations, title insurance or guarantee policies, "Torrens" Certificates, and similar data and assurances with respect to title, as Trustee or the holder of the note may deem to be reasonably necessary, either to prosecute such suit, or to defend against such suit, and the expenses of any nature in the decree, the true condition of the title, or the value of the premises. An extension of any installment of the note in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest lawful rate, when paid or incurred by Trustee or the holder of the note in connection with (1) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as a plaintiff, claimant, defendant, or respondent, by reason of this Trust Deed or any indebtedness hereby secured; or (2) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (3) 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 priority: First, on account of all costs and expenses incurred in the foreclosure proceedings, including (without limitation) all such items as are 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 installments of the note, and interest, remaining unpaid; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
9. Upon, or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after such sale, without notice, without regard to the solvency or insolvency of Mortgagors 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 occupied as such 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 receiver's suit and, in case of a sale and a deficiency, during the full statutory period for redemption, whether there is redemption or not, as well as during any further times when Mortgagors except for the intervention of such receiver would be entitled to the protection, possession, control, management and all other powers which may be necessary or useful in such cases for the collection of such rents, issues and profits, and the 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 or her hands in payment, in whole or in part, of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any other tax, special assessment or other lien which may be or become superior to the lien hereof, or on such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
10. No action for the enforcement of the lien of this Trust Deed, 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.
11. 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.
12. 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 exercise any power herein 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 indemnities satisfactory to it before exercising any power herein given.
13. Trustee shall release this Trust Deed and the lien thereof by proper instrument, 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 exhibit to Trustee the installment note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as the genuine note herein described any note which bears a Certificate of Identification, which representation Trustee may accept as the genuine note herein described any note which bears 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 installment 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 certificate on any instrument identifying same as the installment note described herein, it may accept as the genuine note herein 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.
14. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds 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, Chicago Title and Trust Company, an Illinois Corporation, shall be first successor in trust, and in the event of its resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second 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.
15. This Trust Deed and all provisions hereof, shall extend to, and be binding upon, Mortgagors and all persons claiming by, under, or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons, and all persons at any time 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. The plural of any word herein used shall include the singular number, and the singular shall likewise include the plural, unless the context otherwise indicates.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification CENTRAL NATIONAL BANK IN CHICAGO, Trustee

No. 5284

By *John J. ...* Assistant Trust Officer

INST. 111

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END OF RECORDED DOCUMENT