



TRUST DEED
605632

THIS INSTRUMENT WAS PREPARED BY
LEE SCHULTZ, ASST. CASHTER

of The South Shore National Bank
of Chicago
7054 S. Jeffery Avenue
Chicago, Illinois 60649

23 707 153

CTTC 1

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 14, 1976, between Willie McCaney and Jean McCaney, his wife

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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 justly indebted to the legal holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of **Four Thousand Eight Hundred Seventy-four and 60/100** DOLLARS, evidenced by one certain Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum **Five** years after date with interest thereon from **date** until maturity at the rate of **12.00** per cent per annum, payable on the **15th** day of **Sep. 1976** of **ea. mo.** in each year, which said several installments of interest until the maturity of said principal sum are further evidenced by **no** interest coupons of even date herewith; all of said principal and interest bearing interest after maturity at the rate of seven 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 **South Shore National Bank of Chicago** 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 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**,

to wit: **Lot 5 in Hodgdon's Subdivision of Lots 5, 6, and 7 in Block 1 in the W 1/2 of Block 1 and all of Block 2 and that part of the South Green Street between blocks 1 and 2 all in Webster and Perkins Subdivision of the E 1/2 of the SE 1/4 of Section 8 Township 38 North, Range 14 East of the Third Principal Meridian**

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Nov 12 9 on AM '76

RECORDER OF DEEDS

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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 said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter thereon 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 and windows, floor coverings, inador 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]

Willie McCaney

[SEAL]

[SEAL]

Jean McCaney

[SEAL]

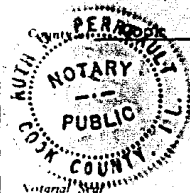
STATE OF ILLINOIS,

SS.

WILLIAM R. PERREault *William R. Perreault*
a Notary Public in and for and residing in said County, in the State aforesaid DO HEREBY CERTIFY THAT
Willie McCaney & Jean McCaney

who personally known to me to be the same person as whose name is 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

Given under my hand and Notarial Seal this **8** day of **Nov.** 19 **76**



William R. Perreault Notary Public

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

1. Mortgages 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 on the premises 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 ordinances with respect to the premises and the use thereof; (7) pay when due any 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 Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may become liable to contest.

2. Mortgages shall keep all 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 holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and policies not less than ten days prior to the respective dates of expiration.

3. In case of default thereon, Trustee or the holders of the note may, but need not, make full or partial payments of principal or interest on prior encumbrances, 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, shall be reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much part of the principal of the note 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 Mortgages.

4. 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 validity of any tax, assessment, liability, forfeiture, tax lien or title or claim therefor.

5. Mortgages shall pay within the time of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal of the note, without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal or interest notes or in this Trust Deed to the contrary, become due and payable when default shall occur and continue for three days in the payment of any interest note or in the performance of any other agreement of the Mortgages herein contained.

6. When the 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 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, outlays for documentary 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 documents of title, title searches and examinations, title insurance policies, Torrens 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 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 a part of the true condition of the title to or the value of the premises. All expenditures and expenses of Mortgages thereon at the rate of seven per cent per annum, when due, shall be secured by Trustee or holders of the note in connection with (a) any proceeding, including private and bankruptcy proceedings, to 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 foreclosure, 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 hereon.

7. 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 such costs 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 principal note and interest coupons, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal note or interest coupons; fourth, any overplus to Mortgages, their heirs, and assigns.

8. 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, but with regard to the solvency or insolvency 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 occupied as a homestead or not and 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 redemption or not, 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 making such appointment may authorize the receiver to apply the net income in his hands in payment in whole or in part 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.

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

10. 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.

11. 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 on the note or trust deed, nor shall Trustee be obligated to verify 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.

12. 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 as the requis of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note (with or without the coupons evidencing interest thereon), 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 prior trustee hereunder or which conforms in substance with the description herein contained of an identification number purporting to be placed thereon by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the principal note described herein, it may accept as the principal note herein described any note which may be presented and which conforms in substance with the description herein contained of an identification number placed 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 to act of Trustee, the then Recorder or Registrar of Titles in which this instrument has been recorded or filed; or Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given to Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

13. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and whether or not such persons shall have executed the principal note, the interest coupons or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

IMPORTANT
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE NOTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. **605632**
CHICAGO TITLE AND TRUST COMPANY, Trustee
By *[Signature]* Assistant Trust Officer
Assistant Secretary
Assistant Vice President

MAIL TO:
South Shore National Bank
7054 S. Jeffery Blvd.
Chicago, Illinois 60649

PLACE IN RECORDER'S OFFICE BOX NUMBER _____

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
822 W. 54th Pl.
Chicago, Illinois
BOX 37

23 707 1153

END OF RECORDED DOCUMENT