## **UNOFFICIAL COPY**

<sub>30</sub>€±±±±≥×±±× **23 719 227**. September, 1975 1976 NOV 22 AM 9 24 RSV-22-76 2 6 6 7 1 1 0 23 7 1 9 22 7 4 A --- Rec TRUST DEED (Illinois)
For use with Note Form 1448
(Monthly payments Including interest) The Above Space For Recorder's Use Only 19 76 , between Henry Weathersby and Laura Weathersby THIS INDENTURE, made November 13, his wife and Demos K. Venes ... herein referred to as "Mortgagors," and National Bank of Albany Park in Chicago herein referred to as "T usten," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer or at such other place as the legal hot fer of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, it is rincipal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment afore aid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default, and occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made a say time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of air ionor, protest and notice of protest. NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the commance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of fine I ollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY and WARRANT unto the Trust e, its or his 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: Lot 1 in Block 1 in John Bain's Sub. of the f. 1/2 of the E. 1/2 of the N. W. 1/4 of Section 24, Township 38 North, Range 13, E. of the Third principal Meridian, in Cook County, Illinois. Lots 5 & 6 in Block 3 in Auburn Highlands, a Sub. of Lots 1, 2, 7 & 8 in Circuit Court partition of the N. W. 1/4 of Sec. 32. Township 38 North, R. of the 3rd P. Me in Cook Courty, "Inligious."

Together with all improvements, tenements, casements, and appurtenances thereto belonging, an 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 sted ed primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter ner in or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), a a venulation, including (without restricting the foregoing, sereens, window shades, awnings, storm doors and windows, floor coverings, inador teds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premise by Mortgagors or their successors assigns shall be part of the mortgaged premises.

To HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the r arpos s, 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 S ste of Illinois, which This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Deed).

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 hereby are made a part hereof the same as though they were here set out in full and any be binding on Mortgagors, their heirs, successors and assigns, there here set out in full and Demos K. Vene Henry Weathersby PRINT OR TYPE NAME(S) Fruis Watherida (Seal) Laura Weathersby Cook I, the undersigned, a Notary Public in and for said C in the State aforesaid, DO HEREBY CERTIFY that
Henry Weathersby and Laura Weathersby, his wife & yes offer known to me to be the same person. S whose name s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the Cy 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. 11. / November 2 19.78

trument was prepared by ROY S. VERGO SENIOR VICE PRESIDENT

(NAME AND ADDRESS)

RECORDER'S OFFICE BOX NO ....

MAIL TO:

fha 9505

NAME National Bank of Albany Park

STATE Chicago, Ill. ZIP CODE \_60625

ADDRESS 3424 W. Lawrence Avenue

BANK OF ALBANY PARK IN CHICAGO AWRENCE AVE., CHICAGO, ILLINOIS 60625 AOORESS OF PROPERTY:

Chicago, W1179th Street -

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED

SEND SUBSEQUENT TAX BILLS TO:

12.00

## **UNOFFICIAL COPY**

## THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE RÈVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS: ${}_{i}$

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now 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 holders of the note; (5) complete within a reasonable time any buildings now or at any time in process of election 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 holders 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, turnish to Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default because 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 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, 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 policies, 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 renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of defay it descrip, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors of my form and manner deemed espedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, it any, and purchase, discharge, compromise or settle any fax lieu or other prior lieu or little or claim thereof, or redeem from any fax sale or forteity caffecting said premises or contest any fax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or it cut. In connection therewith, including reasonable attorneys lees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the heritance, plant for reasonable compensation to Trustee for each matter concerning which action herein authorized and shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of eight per cent per anium. Daction of Trustee or holders of the note shall never be considered as a waiver of at y try lover my term of them on account of any default hereinder on the part of Mortgagors.

  2. The Trustee or the holders of the note bardsy sourced making any navment hereby authorized relating to taxes or assessments, may do
- S. The Trustee of the holders of (2) note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement of (3) and opportuned from the appropriate public office without inquity into the accuracy of such bill, statement of estimate of into the validity of any P seasessment, sale, forfeiture, tax lien of title or claim thereof.
- 6. Mortgagors shall pay each item of in left-edness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal order, and without notice to Mortgagors, all impaid indebtedness secured by this friest Deed shall, notwithstanding anything in the principal notice of notes. Deed to the centrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur in the days in the performance of any other agreement of the Mortgagors become noticined.
- 7. When the indebtedness hereby secured shall occord to be whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Tristo shall have the right to toreclose the lien hereof and also shall have all other rights provided by the laws of Illmost for the entorcement of a morteae debt. In any out to foreclose the lien hereof, there shall be allowed and included as additional indebtodness in the device to sake all expressions by the major be paid or incurred by or on behalf of trustee or holder of the note for attorneys? tees, Trustee's fees, appraiser's tees, outlays in doct mer lary and expert evidence, stenographers' charges, publication costs and cod, twhich may be estimated as to mem to be expended after out, or the decree of program pall such abstracts of index in searches and examinations, containtee point ges. Foreign cofficient, and similar data and cost ances with respect to the acting to holders of the not. They does not fit into of the life to of the sake of the premises. In addition, all expert "trusts and expressed to the data to the sake of the premises and admittable to the sake of the premises and admittable to an advisor and payable, with interest thereon in the rate or cophi per corn per animal, when paid or incurred by Trustee or holder of the note in configuration. All mis actions, and traps recommended by the color of the other of them shall be a particular, elementary of the proceedings to which colors of the mention of any modeleddent, by recommended on the production of the security hereof, whether or not actually commenced, or (e) preparations for the determination of proceeding which might alice.

  8. The proceeds of any furgelengths and solutions and instructions and the following order of priority. Live, on account.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed user appeal in the following order of priority. First, on as count of all costs and expenses in ident to the time down proceedings, including all such use its evancementation in the preceding paragraph forced second, all other items which under the terms hereof constitute secured undebtedness adments as the reinging order, then here constitutes are undestructed undebtedness adments a transfer expense of the new hereby secured, with interior as kerein governed, then here, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filling of a complaint to foreclose this Trust Deed, the Cour in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without no ce without regard to the solvenes or molyenes of Mortgagors at the time of application for such receiver and without regard to the their value of the "censes or whether the same shall be then occupied as a nonnestead or not and the Trustee hereinder may be appointed as such receiver, such receiver shall have power to collect the rent-issues and profits of said profitise during the pendence of such foreclosure suit and, in case of a sat, and a cliciouse, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when start agors, except for the intervention of such receiver, would be entitled to collect such reins, issues and profits, and all other powers which may be access any or are insula in such cases for the protection, possession, control, management and operation of the premises during the whole of said per to the Court from time to time may authorize the receiver to apply the net meome in his hands in payment in whole or in part of: (1). The indicate associated hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become supe or to the lien hereof or ot such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficience.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any ic ense 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 there, whall 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 obtained to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any act or objections hereinder, except in case of his won-gross nephrene or misconduct of that of the agents or employees of Trustee, and he may require informatics satisfactory to him before exercising any power herein given.
- 11. 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 eval person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebt days secured has been paid, which representation Trustee may accept as true without impury. Where a release is requested of a successor trustee, such successor 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 hereinded or which conforms in substance with the description herein contained of the principal 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 he has never executed a certificate on any instrument identifying same as the principal note described herein, he may neeper as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal 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 or Registrar of Titles in which this instrument shall have

been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, shall be flist Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are stituated shall be second Successor in Trust, Any Successor in Trust hereinder 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 hereinder.

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 "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 principal note, or this Trust Deed.

**IMPORTANT** 

The Installment Note mentioned in the within Trust Deed has been

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

identified herewith under Identification No

Trustoe