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TANGER PERKENTANGAN PERKERANGAN PERKERANGAN PERKERANGAN PERKERANGAN PERKERANGAN PERKERANGAN PERKERANGAN PERKER FORM No. 206 September, 1975 1977 FEB 23 AM 9 23 23 827 884 C.E.D (Illinois) th Nr.a Form 1448 ints including interest) The 1341 330 22 0 + 27 4.27 0 A ... the 11.30 The Above Space For Recorder's Use Only lerruary 18, THIS INDENTURE, made let ruary 18, 19 77, between Joel E. Carnet and Sara Carnet, his wife Nationa' Bank of Albany Park in Chicago herein referred to as "Mortgagors," and herein referred to as "Trustee," witnesse, i. T.a. Thereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date ... ev. ii., executed by Mortgagors, made payable to Bearer per cent per annum, and all such payments being made payable a National Bank of Albany Park in Chicag or at such other place as the legal holder for the note may, in the content of the legal holder thereof and without notice, the principal sum re tain in unique payable, at the effect of payment aforesaid, in case defaults sall occur in the payment, when the, of any installment of principal or interest in accordance with the terms thereof or in case defaults stall occur and court of the payment, when the, of any installment of principal or interest in accordance with the terms thereof or in case defaults stall occur and court of the payment, when the, of any installment of principal or interest in accordance with the terms thereof or in case defaults stall occur and court of the true days, without notice it, and that all parties thereto severally wave presentment for payment, notice of dishonor, proted and of the order of the contract of the payment of the said principal sum of money and it may be applied the payment of the said principal sum of money and in the said principal sum of the above mentioned note and of this Trust Deed, and the pertormance of the covernation of the above mentioned note and of this Trust Deed, and the pertormance of the covernation of the said principal sum of money and in the pertormance of the covernation of the said principal sum of money and in the pertormance of the covernation of the said principal sum of money and the receipt whereof is hereby acknowledged. Mortgagays by these presents CONYFY and WARRANT into the Trustee, its on his successes a device, the following described Real Estate, and all of their estate, right, title and interest therein, sinate, lying and being in the City of Chicago. COUNTY OF COOK Lot 37 in Kransz's 3rd Addition to Edgewater bein' a S.b. in the N. W. 1/4 of the S. W. 1/4 of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illin's. which, with the property hereinafter described, is referred to herein as the "premises."

TOGITHER with all improvements, tenements, easethents, and appurtenances thereto belonging, and all rents, issues are, arolis 2 confeders of long and during all such times as Mortgagors may be entitled thereto (which tents, issues and profits are pledged primarily and on part with aid test estate and not secondarily, and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used its upply heat, stricting the foregoingly secondary and air conditioning twhether single units or centrally controlled), and ventilation, including twith a stricting the foregoingly secondary and air conditioning twhether single units or centrally controlled), and ventilation, including twith at stricting the foregoingly secondary and are appropriately secondary according to the foregoing are declared and agreed to be a part of the unortgaged premises.

It is a strictly all the property of the proposes, and apparatus, equipment or articles hereafter placed in the premises by Mortgagous or their accessors or 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 purposes, and upon the result trusts berein set forth, free from all rights and benefits moder and by virtue of the Homestead Eventpton Laws of the State of Illinois, wheel said rights and benefits Mortgagors do hereby expressly release and waive.

This Trust Deed consists of two pages. The covenants, conditions and procisions appearing on page 2 (the reverse side of this Trust Deed) are inconsists of two pages. The covenants, conditions and procisions appearing on page 2 (the reverse side of this Trust Deed) are inconsists of two pages. The covenants conditions and procisions appearing on page 2 (the reverse side of this Trust Deed) are inconsists of two pages. The covenants conditions and procisions appearing on page 2 (the reverse side of this Trust Deed) are Joel & Carnet (Seal) * S Jara PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) Sara Carnet (Seal) . . Cook State of Illinois 88., I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joel E. Carnet and Sara Carnet, his wife personally 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 L h eY signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiter of the right of homestead. Given under my hand and official seal, this

Commission expires

This instrument was prepared by WILLIAM L. BAXTER, VICE PRESIDENT

NATIONAL BANK OF ALBANY PARK IN CHICAGO

3424 W. LAWRENCH AVE. CHICAGO, ILLINOIS 60625 DRESS OF PROPERTY.

1410 W. Thorndale Avenue

Chicago, Illinois

Chicago, Illinois What is and magne NAME AND ADDRESS ADDRESS 3424 W. Lawrence Avenue THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED MAIL TO: SEND SUBSEQUENT TAX BILLS TO:

(Address)

STATE Chicago, Ill. ZIP CODE 60625

RECORDER'S OFFICE BOX NO.

10-9630

OR



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

I. Mortgagors shall (1) keep said premises in good condition and repair, without waste: (2) promptly repair, restore, or rebuilt buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free mechanics living or liens in favor of the United States or other liens or claims for lien not restressly subordinated to the lien hereof; (4) pay due any in lebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfaction of the discharge of such prior lien to Trustee or to holders of the note; (3) complete within a reasonable time any building or built now at an time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respectively or sented to in writing by the Trustee or holders of the note.

2. M. rig. — shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charge, an other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note to original o, dur or te receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or a content which Mortgagors may desire to contest.

3. Mortgagors shall pay in full under protest, in the manner provided by fire, lightning and windstorm mort policies providing for payment by the instrance companies of moneys sufficient either to pay the cost of replacing or repairing the same of to say in full the indebtedness secured hereby, all in companies afficiency to the holders of the note, under instrance policies provides in case. To a 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 olicy, and shall deliver all policies, including additional arrenwal policies, to holders of the note, and in case of insurance about to expire shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire shall deliver all policies in the days prior to the respective dates of expiration.

4. In case of default therein, it is een or the holders of the note may, 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 oprior encumbrances, if any, and pirchase "scharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeer from any tax also or forfeiture affectings and permises or contest any tax or assessment. All moneys paid for any of the purposes herein authorize and all expenses paid or incurred in concertic 10 contest any tax or assessment. All moneys paid may of the purposes herein authorize and all expenses paid or incurred in concertic 10 contest any tax or assessment. All moneys paid any other moneys advanced by Trustee or the holders of the note to protect the mortga, a praises 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 an payable without notice and with interest thereon at "cast of eight per cent per annum, inaction of Trustee or holders of the note shall neve be considered as a waiver of any right accruing to tem of account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note her by secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procture. Journ the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, so e, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness texted me ntioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and with a to tie to Mortgagors, all unpaid. Tebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust. See 11 the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue. The end was in the performance of any other agreement of the Mortgagors herein contained.

A. When the indebtedness hereby secured shall become due whether sy th terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose are 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 foreclos the lien hereof, there shall be allowed and included as additional inchetedness in the decree for sale all expenditures and expense which may, aid increated by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and extert vidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) if practing all such abstracts of title, title searchess and examinations, guarantee policies. Torrens certificates, and similar data and assurances with the may be additional to such decree the true condition of the title to or the value of the premises. In addition, all expenditures and expense of the nature in this paragraph mentioned shall becomes of the expense of the expense

right to foreclose whether or not actually commenced; or (c) preparations for the defense of any are send aut 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 folloring of deriving from the folloring of the foreclosure sale of the premises shall be distributed and applied in the folloring of the foreclosure proceedings, including all such items as are mention in the preceding paragraph hereof; see-ond, all other items which under the terms hereof constitute secured indebtedness additional to that evi enced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overplum M rigagors, 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 one aint is filed may appoint a receiver of said premises. Such appointment may be made either before or after said, without notice, without regart to as so vency or insolvency of Mortgagors at the time of application for such receiver and without regard to then value of the premises or wither as man shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have to offer the results are provided in the profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, diring the full statutory period for 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 usua, in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court fro a 1 me to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured. ...eby, or 'v any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of uch 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 wor's 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 p .- mitted 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 his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him 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 principal note, 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 trustee such successor trustee may accept as the genuine note herein described any note which bears a certification purporting to be executed by a prior trustee hereunder 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 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 accept 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 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.

been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, shall be first 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 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 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 indebtediness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

IMPORTANT
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.



