



TRUST DEED

ILLINOIS
REC'D
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OFFICE OF REC'D
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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 23, 1976, between Alvin J. Boutte and Barbara Boutte, 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: THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as "holders of the Note, in the principal sum of Thirty Thousand and no/100----- (\$30,000.00)----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BE-A-R-I-E-R

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from December 23, 1976 on the balance of principal remaining from time to time unpaid at the rate of 8% per cent per annum in instalments (including principal and interest) as follows: Two Hundred

Thirty and 68/100----- (\$230.68)----- Dollars or more on the 15th day of January 1977, and Two Hundred Thirty and 68/100----- (\$230.68)----- Dollars or more on the 15th 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 15th day of January, 2007. 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 principal of each instalment unless paid when due shall bear interest at the rate of 10 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 holder of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Independence Bank of Chicago in said City.

NOW, WHEREFORE, 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, lay and being in the City of Chicago COOK COUNTY OF COOK AND STATE OF ILLINOIS, to-wit:

Lot 42 (except the North 30 feet thereof) and the North 20 feet of Lot 43 in the Superior Court Commissioners Partition in the South West quarter of the South West quarter in Section 34, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

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This Deed prepared by: Robert L. Tucker, One N. LaSalle St. Chicago, Illinois

which, with the property hereinafter described, is referred to herein as the "premises," TO HAVE AND TO HOLD unto the Mortgagors, their heirs, assigns, and successors, their heirs, assigns, and successors, and all rents, issues and profits thereof for so long and during all such times as the 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, molder 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 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

Alvin J. Boutte
Barbara T. Boutte

STATE OF ILLINOIS,)
County of Cook)
I, Julia M. Marrell, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Alvin J. Boutte and Barbara Boutte, his wife

who are 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

Given under my hand and Notarial Seal this 31st day of January 1977.

Notarial Seal
Form 807 Trust Deed - Individual Mortgagor - Secures One Instalment Here with interest included in Payment.
R. 11/75
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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 OF THE REVERSE SIDE OF THIS TRUST DEED:

1. Mortgages shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, to keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof, to 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, (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises, (e) comply with all requirements of laws or municipal ordinances with respect to the premises and the use thereof, (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay but not 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 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 desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan so insured 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 policies to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies in duplicate 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 default hereunder Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgages, and may terminate and assume the mortgage and may, but need not, make full or partial payments of principal or interest on the mortgage, and may purchase, discharge, extinguish or settle any lien or other prior lien or claim thereon, or redeem from any tax, lien or other claim the said premises, or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses incurred in connection therewith including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which a claim may be made, shall be a small additional indebtedness secured hereby, and shall become immediately due and payable with interest thereon at a rate equivalent to the past maturity rate set forth in the note securing this trust deed, if any, at the date of the maturity of the debt in fraction of Trustee or holders of the note shall never be considered as a waiver of any right or remedy available to the lender in the event of default hereunder on the part of Mortgages.

5. The Trustee or the holders of the note may, but need not, cause a system of books authorized relating to taxes or assessments, may do so according to any bill, statement or certificate presented from the appropriate public officer without inquiry into the validity of such bill, statement or estimate, or into the validity of any assessment, tax, lien or claim thereon.

6. Mortgages shall pay a certain amount of interest on the moneys mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and unless notice is given to Mortgages, 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 installment or principal of the debt on the date of the maturity of the debt when default shall occur and continue for three days in the performance of any such installment of the debt thereafter, or (b) when default shall occur and continue for three days in the performance of any such installment of the debt thereafter.

7. When the indebtedness hereby secured shall be due, whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, in any and in all respects as though the lien hereof were a mortgage, and shall be allowed and included as additional indebtedness in the decree for default proceedings and against which any appeal shall be deemed to be taken by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's expenses, and expenses for documents and other evidence, stenographer's charges, public auction costs and costs (which may be estimated or determined to be expended at the discretion of the court) for all such abstracts of title, title searches and examinations, title insurance policies, forms, certificates and similar data and expenses with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such action or to defend thereat at any sale which may be had pursuant to such decree the true condition of the title, or in the case of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby, and shall become due and payable at a rate equivalent to the past maturity rate set forth in the note, or in the case of the note, at the rate set forth therein, when paid or incurred by Trustee or holder of the note in connection with any proceedings, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the recovery hereof, or (c) payment of such debt, or (d) preparation 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 incident to the foreclosure proceedings, in full; all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional or first evidenced by the note, with interest thereon as herein provided; third, all principal and interest on the unpaid debt on the note, to wit, any amounts due to Mortgages, then heirs, legal representatives or assigns, as 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 Mortgages, and the receiver appointed may exercise and perform all the powers and duties of a receiver, whether the same shall be then accepted as a receiver 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 foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgages, 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, possession, control, management and operation of the premises during the period of said period. The court from time to time may authorize the receiver to apply the net income on his hands in payment in whole or in part of (a) the indebtedness secured hereby, or by any decree hereunder, this trust deed or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such deficiency, provided such application is made prior to foreclosure sale, (b) the deficiency in case of a sale and deficiency.

10. No 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 indebted hereon, in a motion 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, or to inquire into the validity of the statements of the identity, capacity or amount of the statements on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power hereon, or to incur any liability, unless expressly obligated by the terms hereof, or by any act or omission hereunder, except in case of its own gross negligence or omission on that of the agent or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power hereunder.

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, at any time, 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 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 an identification number purporting to be placed thereon by a prior Trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof, and where the release is requested of the original Trustee and it has never placed its identification number on the 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 assign 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 resignation, inability or refusal of Trustee, the then Recorder or 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 Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the indebtedness on any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean any note or other instrument or instrument of debt secured.

16. Before a claim on this trust deed, Trustee or Successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is used. Trustee or Successor shall be entitled to reasonable compensation for any other act or service 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.

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTRUMENTS SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY TRUSTEE BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. _____
CHICAGO TITLE AND TRUST COMPANY,
Trustee.
By _____
Assistant Secretary - Executive Vice President

MAIL TO: Robert L. Tucker, Esq.
One N. LaSalle St., #2525
Chicago, Illinois 60602

PLACE IN RECORDER'S OFFICE BOX NUMBER **BOX 533**

FOR RECORDER'S INDEX PURPOSES
INSURE STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

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