

# UNOFFICIAL COPY



## TRUST DEED

#75613

23 905 749

APR 23 PM 4 50  
APR 23 1977  
THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT made April 26, 1977 between Willie Lawrence and Barbara Lawrence, 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 holder or holders of the Installment Note hereinafter described, said legal holder or holder (em) herein referred to as Holders of the Note, in the principal sum of **Three Thousand Seven Hundred and no 100ths**

Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEKKER FAYE AS THEREIN STATED and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in instalments as follows:

**Sixty Two and 06/100ths** Dollars  
on the **26th** day of **May** 1977 and **Sixty One and 66/100ths** Dollars on the **26th** day of each **month** thereafter, ~~on~~ with a final payment of the balance due on the **26th** day of **April** 1982 with interest ~~xxx~~ after maturity on the principal balance from time to time unpaid at the rate of **eight** per cent per annum, each of said instalments of principal bearing interest after maturity at the rate of **8** per cent per annum, and all of said principal and interest being made payable at each banking house or trust company in **Chicago**, Illinois, as the holders of the note may, from time to time, in writing appointment, and in absence of such appointment, then at the office of **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 the 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, being and being in the **County of Cook AND STATE OF ILLINOIS** to wit:

Lot 12 in Block 3 in Braihead's Subdivision of Block 1 to 8 and 11 in Cole's Subdivision in the East half (A) of the Northwest Quarter (NW 1/4) of Section 5, Township 37 North, Range 14, East of the 3rd Principal Meridian in Cook County, Ill.

10.00

THIS INSTRUMENT WAS PREPARED BY PEEVA TAYLOR, 125 N. Wabash Avenue, Chicago, Ill.

10.00

which, with the property hereinafter described, is referred to herein as the "premises".  
TOGETHER with all improvements, fixtures, easements, utilities, and appurtenances thereto belonging, and all rents, issues and profits thereof, 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, major beds, awnings, clothes 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.  
*Willie Lawrence* [SEAL] *Willie Lawrence* [SEAL]  
*Barbara Lawrence* [SEAL] [SEAL]

STATE OF ILLINOIS, HLEN SILVEFS,  
County of Cook, Notary Public, in and for and residing in said County, in the State aforesaid. DO HEREBY CERTIFY THAT  
**Willie Lawrence and Barbara Lawrence, his wife,**

NOTARY PUBLIC  
Notary Seal

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 **25th** day of **April** 1977  
*Helen Silvefs*  
Notary Public

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

1. Mortgagors shall promptly repair, replace or rebuild any building or improvement now or hereafter on the premises which may become damaged or destroyed, or keep and preserve in good condition and repair, without waste, and free from medium and other liens or claims for lien and expressly subordinated to the lien hereof, every part of any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request submit 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 building now or in any tract in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance 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. Mortgagors shall pay before any penalty or other tax, 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 in payment Mortgagors shall pay or full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may be liable for.

3. Mortgagors 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 kind of coverage required by law or by loan so insured under policies providing for payment by the insurance company of money sufficient to pay the cost of replacement or to reimburse the same or to pay in full the indebtedness secured hereby, all in compliance with the law of the State of Illinois, and a reasonable policy payable in case of loss or damage, to Trustee for the benefit of the holders of the note, such policy to be provided by the mortgagor at the expense of the mortgagor, and shall deliver all policies, including additional and renewal policies, to 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 date of expiration.

4. Trustor or obligor or Trustee or holder of the note may, but need not, make any payment or perform any act heretofore required to Mortgagee in any form and in any amount. Trustor or obligor need not, but may, make full or partial payments of principal or interest on prior indebtedness, any and purchase, discharge or redemption of any lien or other prior lien or title or claim thereto, or redeem from any tax sale incurred in compliance with the law of the State of Illinois, any and all taxes, fees and any other payments authorized by Trustee or the holders of the note to protect the mortgaged premises and the holder of the note, and a reasonable policy payable in case of loss or damage, to Trustee for the benefit of the holders of the note, such policy to be provided by the mortgagor at the expense of the mortgagor, and shall deliver all policies, including additional and renewal policies, to 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 date of expiration.

5. Each Trustor or obligor shall, before any time any payment is made, authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of the assessment, and shall not be liable for any deficiency or overpayment of such tax or assessment.

6. Mortgagors shall pay to Trustee or to holder of the note, when due according to the terms hereof, all principal and interest, when due according to the terms hereof. All interest on the note shall be paid to Trustee or to holder of the note, when due according to the terms hereof. All interest on the note shall be paid to Trustee or to holder of the note, when due according to the terms hereof. All interest on the note shall be paid to Trustee or to holder of the note, when due according to the terms hereof.

7. 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 such event, the proceeds of the sale of the premises shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be incurred by Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, costs for document preparation, publication costs and costs which may be estimated as to items to be expended after entry of the decree of foreclosure, and the balance of the proceeds of the sale shall be paid to the mortgagor. Trustee or holders of the note may deem it to be reasonably necessary either to prosecute such suit or to defend to holders of any and all such suits, and shall have the right to do so, and shall be liable for the cost of such suit or defense, including all expenses and costs of the suit or defense, and shall be liable for the cost of such suit or defense, including all expenses and costs of the suit or defense, and shall be liable for the cost of such suit or defense, including all expenses and costs of the suit or defense.

8. The proceeds of any sale of the premises shall be applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including the costs of advertising, as mentioned in the preceding paragraph hereof; second, all other debts which under the terms hereof are payable to the mortgagor, with interest thereon as herein provided; third, all principal and interest on any and all prior indebtedness secured by a lien or charge on the premises, with interest thereon as herein provided; and fourth, the balance of the proceeds of the sale shall be paid to the mortgagor.

9. Upon or at any time after the date of filing of this instrument, or at any time after which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after the date of filing of this instrument, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver, and the receiver so appointed shall have power to collect the rents, issues and profits of said premises during the pendency of such proceedings, and to take any and all actions necessary to carry out the duties of such receiver, and such receiver, whether he be appointed or not, shall have the right to take any and all actions necessary to carry out the duties of such receiver, and such receiver, whether he be appointed or not, shall have the right to take any and all actions necessary to carry out the duties of such receiver.

10. No action for the enforcement of this instrument or any part thereof shall be subject to any defense which would be a good and available to the party interposing such a defense in an action for the enforcement of the note or any part thereof.

11. Trustee or the holders of the note shall have the right to enter upon the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title to the premises, or to inquire into the validity of the signatures of the mortgagors, or to exercise any power herein given to Trustee or to holders of the note, and shall not be liable for any act or omission hereunder, except in case of its own gross negligence or misconduct or 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 instrument and the note hereunder upon presentation of satisfactory evidence that all indebtedness secured by this instrument has been fully paid and the same may be so released by a release hereof to and at the request of any person who shall, either before or after maturity of the note, be a holder of the note, and upon the condition that all indebtedness hereby secured has been paid, which representation Trustee may accept or refuse without inquiry. When a release is requested of a successor Trustee, such successor Trustee may accept or refuse the same without inquiry, and the release of the note hereunder shall not be binding upon the original Trustee or any holder of the note, and the release of the note hereunder shall not be binding upon the original Trustee or any holder of the note.

14. Trustee may, in its discretion, cause to be filed in the Recorder of Deeds in which this instrument shall have been recorded or filed, a copy of the instrument and a copy of this Trust Deed, and the Recorder of Deeds of the county in which the premises are situated shall be deemed to have received a copy of the instrument and a copy of this Trust Deed, and the Recorder of Deeds of the county in which the premises are situated shall be deemed to have received a copy of the instrument and a copy of this Trust Deed.

15. This Trust Deed and all provisions hereof shall be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the said Mortgagors when and as they sign and seal the same, and all persons so obligated for the payment of the indebtedness or any part thereof, whether or not such persons shall have received the note or any part of the note, and all such persons shall be construed to mean "mortgagors" when more than one note is issued.

16. Before releasing this trust deed, the mortgagee shall determine by its rate schedule in effect when the release deed is issued, the mortgagee shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The mortgagee shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed.

**In event of default the Trustee or Holder of the Note may take immediate possession of the premises and collect rents, maintain premises and apply surplus if any upon the indebtedness.**

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTRUMENT NOT SECURED BY THIS TRUST DEED SHOULD BE FILED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, AT THE OFFICE OF THE TRUST DEEDS FILED FOR RECORD.

MAIL TO: P.O. Box 3790, Merchandise Mart Station, Chicago, Ill. 60654.

PLACE IN RECORDER'S OFFICE BOX NUMBER

Identification No. CHICAGO TITLE AND TRUST COMPANY, Trustee, Duane C. Smith, Assistant Secretary, Chicago, Illinois

FOR RECORDING'S INDEX PURPOSES, ISSUE STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

END OF RECORDED DOCUMENT

23 605 746 759