

UNOFFICIAL COPY

TRUST DEED

23 326 665

THIS INSTRUMENT WAS PREPARED BY
BERNICK, MCNEILL, MCELROY & PEREGRINE
105 W. MADISON
CHICAGO, ILLINOIS 60602

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made May 5, 1977, between
CHRISTOPHER J. ROBINSON and DIANA R. ROBINSON, HIS WIFE
of the Village of Oak Park County of Cook
State of Illinois herein referred to as "Mortgagors," and Avenue Bank and Trust Company of Oak Park an Illinois corporation doing business in Oak Park, Illinois, herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or 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
FORTY SEVEN THOUSAND FIVE HUNDRED AND 00/100ths (\$47,500.00) Dollars,
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of 9-1/2% per cent per annum in instalments as follows:

Four Hundred Ninety Six and 01/100ths (\$496.01)----
Dollars or more on the 15th day of June 1977 and

Four Hundred Ninety Six and 01/100ths (\$496.01)----
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 May 1992. 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 9-3/4% per annum and all of said principal and interest being made payable at such banking house or trust company 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 Avenue Bank and Trust Company of Oak Park, Oak Park, Illinois.

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 Village of Oak Park

COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Parcel #1:

Lot 8 in Block 5 in Kearney Oak Park Subdivision of Resubdivision of Blocks 5 to 8 in Shippens' Addition to Oak Park, a Subdivision of Blocks 1 to 4 in McGrew's Subdivision of Lot 7 in Subdivision of (except the West half of the South West quarter) in Section 18, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.**

Parcel #2:

Lot 14 in Block 6 in Walter's Subdivision of Lots 1, 2, 13 and 14 in Block 5; and lots 1, 2, 3, 8, 9 and 10 in Block 6 in Timm's Subdivision of part of Kettlestring's addition to Harlem (except the first 36 feet of said Blocks 5 and 6) in Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

As to Parcel #2, this Trust Deed is subject to Trust Deed recorded as
Document No. 22550670.

which with the property hereinafter described is subject to the following:

DEED DEED with all improvements, real and personal, now or hereafter appearing thereon belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may lawfully retain, which are picked, gathered, and separated with said real estate and not severable, and all fixtures, equipment and articles of whatsoever nature used in connection therewith, including water, light, power, telephone, whether single units or centrally connected, and other conveniences and fixtures, with the exception of the following: windows, shades, storm, glass and windows, their coverings, interior walls, assurages, stoves and gas-heaters. All the foregoing are to be left in the condition in which they were found, and as far as practicable, intact and unbroken, and as speedily as possible removed from the premises by the mortgagors, the cost of removal of any such shall be considered as a constituting part of the real estate.

IN THAT Christopher J. Robinson and Diana R. Robinson, his wife, do hereby release the general and special covenants and agreements, however, for the purposes, and upon the uses and trusts herein set forth, from all rights and benefits after the date of this instrument, except those of the state of Illinois, which vest 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 S and seal S of Mortgagors the day and year first above written.

Christopher J. Robinson

(SEAL)

Diana R. Robinson

(SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS

SS

County of Cook



I, Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT
CHRISTOPHER J. ROBINSON and DIANA R. ROBINSON, His Wife

who are personally known to me to be the same persons, S whose name S 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, including the release
and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 11th day of May A.D. 1977.

Notary Public

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 OF THE REGISTRATION STATEMENT

2. Mortgagors shall keep the property in good condition and repair, and pay all taxes, assessments, and other charges which may be levied or imposed upon the premises, who has been so damaged or be destroyed, except taxes, assessments, and other charges which may be levied or imposed upon the premises for time not expressly set out further to the lessor hereof, when such taxes, assessments, and other charges are levied or imposed upon the premises by reason of the acts or omissions of the lessor hereof, and upon request exhibit satisfactory evidence of the payment of such taxes, assessments, and other charges within a reasonable time and cause the lessor to make good at any time in process of payment upon such premises, in compliance with the requirements of law, the amount of damages in respect to the premises, and the use thereof.

Mortgagors shall at all times maintain fire, theft, and other casualty insurance, water damage, sewer service charges, and other charges against the premises when the same are held as their principal residence. The cost of title and other title insurance premiums shall be paid by the Mortgagor, except that the title company shall charge the Mortgagor nominal fees for interest.

adverse areas and thereby reducing their susceptibility to the holders of the notes under certain policy conditions in case of loss or damage to trustee for the benefit of the holders of the notes and rights to receive the principal amount due to the trustee under such policy, and shall deliver all policies, including at-trust and renewal policies, to holders of the notes and/or issue of documents related to capture. Shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default thereon, Lender or the holders of the notes may, at the election of the holders, require payment of principal and interest as hereinbefore required of Mortgagees in any form and manner deemed expedient, and may, at such time, make full or partial payments of principal or interest or prior to maturity, of any, and, if necessary, discharge, compromise or cancel any or all part or other portion of the note, and then exercise to the same extent and for the same purposes as hereinafter set forth. Said premises of contest may not be assessed or taxed. All amounts paid by the holders of the papers herein, after deduction of expenses, shall be carried forward in connection therewith, as ongoing attorney's fees, and any other money so paid, shall be retained by Lender or the holders of the note to cover the reasonable expenses, including legal expenses, reasonably incurred by Lender or the holders concerning which a claim hereinabove has been or may be taken, shall be so deducted from the holders' and shall become immediately due and payable without notice and without interest thereon at the rate of six percent per annum.

****rate of 9-3 1/4 per annum**

The trustee or the holder of the notes may, at his option, require the payment of interest in respect of such notes to be made by the holder of any full statement or estimate prepared from the appropriate public office without regard to the contents of such full statement or estimate or the validity of any tax assumption, save, however, to the extent of any conflict.

MetLife shall pay each holder of notes less than one-half of principal plus accrued interest when paid to the trustee hereof. At the option of the holders of the notes, without notice to MetLife, any unpaid interest may be paid by this Trust to the holder, notwithstanding his right to the same in this Trust, fixed or otherwise, in proportion to the amount of principal or interest on the note, at such time when default shall occur and continue for three days in the performance of any covenant of the Mortgagors herein contained.

Then the interested holders shall become the trustees of the expenses, otherwise, holders of the note or Trustee shall have the right to foreclose the loan hereon. In any suit to foreclose the loan hereon, there shall be a statement in full of all additional indebtedness in the degree to save all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or the lessor at the time of attorney fees, appraiser's fees, court fees and expense, stamp, graphical, clerical, postage, telephone, telegraph, and other expenses, estimated as to amounts to be paid or incurred by or on behalf of Trustee or the lessor, and all other expenses, including attorney fees, incurred in connection therewith. Interest, rents, costs, expenses and similar items, which may be paid or incurred by or on behalf of Trustee or the lessor, shall be included in the amount of the note, and the note may, from time to time, be reasonably increased or decreased by Trustee or the lessor. Such increase or decrease is to be based upon any item which may be paid or incurred by or on behalf of Trustee or the lessor, which may be held pursuant to such decree, the true condition of the title to, or the value of the premises, and expenditures and expenses of the manager of the property concerned shall be held to be so much additional indebtedness, set up hereby, and immediately due and payable, with interest thereon at the rate of six percent per annum, and when paid, or incurred by Trustee or holders of the note in sum or in part, in trust, in any proceeding, including probate, or during any proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust, held under indenture, note, mortgage, or any other instrument, prepared, or by the defendant, if any threatened suit or proceeding which may affect the premises, or the security hereof, whether or not actually commenced. *

8. The **rate of interest** is 9-24.4% per annum.

¹ Upon or at any time after the date of the filing of this complaint, the court may, without leave, appoint a receiver of bankruptcies. Such appointment may be made either before or after the filing of the complaint, or at the same time as the filing of the complaint, even if such receiver is not appointed to the trustee in bankruptcy, whenever the court deems it expedient for the protection of the estate or the property held by the trustee hereinafter to be appointed as such.

The above information is provided for the convenience of the lessee. The lessor reserves the right to make any changes in the terms, conditions, or requirements of the lease at any time.

The following is a copy of the letter sent to the Secretary of Defense by the general counsel to the party intervening in the case of *U.S. v. United States*, et al.

¹² The power of the state to tax is also limited by the fact that it must find a way to collect the taxes it levies. This is a major problem for the state in countries where there is a lack of effective law enforcement.

¹⁴ The first two were by the author; the third was by Dr. J. C. H. Studdert-Kennedy, of the University of Edinburgh.

the right to sue for damages for the loss of his or her personal property. The right to sue for damages for the loss of his or her personal property is a certificate of title to the property. The right to sue for damages for the loss of his or her personal property is a certificate of title to the property.

14. The Company may file or cause to be filed, at the State Department of State, or at such other office or authority to which such instrument shall have been required or filed, in case of the creation of any trust, a copy of the Trust Agreement, the By-Laws of the Trust, and the names of the persons who are named as Successor in Trust, Successor in Case of Death, and Successor in Case of Incapacity, and the powers and authority to be exercised by such Successor in Trust or Successor in Case of Death or Incapacity, respectively, shall be set forth in such document.

15. The word "Deed" and any other word or words used in this Agreement, including the words "Mortgage," "Deed of Trust," "Power of Sale," "Mortgagor," "Mortgagee," and the word "Assignee," and other words of similar import, shall be construed to mean the person or persons, jointly or separately, or the joint tenancy and partnership, whether or not such persons shall have ever so done, or shall do.

16. Without the prior written consent of the holder or holders of the note secured hereby, the Mortgagor or Mortgagors shall not convey or encumber the to the premises herein involved. The holder or holders of the note secured hereby may elect to accelerate the entire unpaid principal balance as provided in the note for breach of this covenant and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or a consequence in any such conveyance or encumbrance.

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Figure 1. The effect of the number of nodes on the performance of the proposed algorithm.

Bar B - Z 23.6' 77
203322805

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ANNUAL REPORT AND FINANCIAL STATEMENT OF THE BOARD OF TRUSTEES

AVOID Break and Total Removal of any Rock as follows:
Do not break or remove any rock
that is larger than
one cubic yard.

NAME _____
STREET _____
CITY _____
FOR RECORDS INDEX PURPOSES
ENTER STREET ADDRESS OR ABOVE
DESCRIPTIVE PROPERTY HERE

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10. *Leucosia* *leucostoma* *leucostoma* *leucostoma* *leucostoma*

END OF RECORDED SESSION