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DET. & MCHL, ILLINOIS  
FILED FOR RECORD

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100 ANIVERSARIO, Mayo

*Kedron R. L. Johnson*  
RECORDER OF DEEDS

RECORDE<sup>R</sup> OF DEEDS

\*23939 TRUST DEED

APRIL 28

, 1977

SUKH S. RANDHAWA AND SUSAN B. RANDHAWA, HIS WIFE

referred to as "Plaintiff") and Harris Trust and Savings Bank, an Illinois banking corporation, having its principal office in the City of Chicago, Illinois (hereinafter referred to as "Defendant").

**WITNESSETH**

**WHAT WILL WE DO**, the Manager will partly inhibited to the legal holder or holders of the Installment Note being either described and legal holder or holders being herein referred to as "Noteholder") in the principal sum of

DUE \$163,000.00

By the certain instrument dated \_\_\_\_\_, made payable to BEAR Hand Holdings, Inc., and held by \_\_\_\_\_, the undersigned promise to pay the said amount, with interest on the balance of principal remaining, from time to time capital increases of the rate

provided in said Note in EQUAL monthly installments with the final payment of principal and interest, if not sooner paid, due on the 1st day of JUNE, 2002 and to be paid at the Agent's Office and any and all extensions or renewals thereof and any notes issued in replacement of or substitution therefor, being known to the Agent prior to the date of the Note).

**NOW, THEREFORE,**, the Mortgagors to whom the payment of the principal and interest on the Note in accordance with the terms and provisions thereof, and the observance and performance of the covenants and agreements herein contained and the other indebtedness which the Trust Holders have in their hands, and also in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt whereof is hereby acknowledged, do by these presents, GRIMMIE and WAHABIAN and the Trustee, its successors or assigns, pay over the following described Real Estate and all of their estate, right, title and

interested therein, situated, located and being in the CITY OF CHICAGO, in the COUNTY of COOK, State of Illinois, to wit:

Lot 11 in Block 1 in E. T. Paul's Addition to Evanston, said Addition being a Subdivision of the North East fractional quarter of Section 11 (except the West 10 acres thereof) and the West 6 acres of the North West fractional Quarter of Section 12, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

10<sup>00</sup>

which, with the property hitherto described, is referred to here as the "Cognosus".

**LOGIC H** with all bookings, implements, instruments, fixtures and appurtenances of any kind belonging thereto and all rents, issues and profits thereof for so long and during all such times as Morgan may be entitled thereto (which are pledged primarily and in parity with said real estate as security for the payment of the indebtedness secured hereby and not secondarily), and, without limiting the generality of the foregoing, all appliances and equipment of every kind now or hereafter thereto attached to or used to supply heat, gas, air conditioning, water power, telephones (whether single units or centrally controlled), and ventilation, and all screens, window shades, storm doors and curtains, awnings, floor coverings, gas and electrical fixtures, stoves, burners, sinks and water heaters. All of the foregoing are declared to be a part of the real estate, free conveyance, gas and electrical fixtures, stoves, burners, sinks and water heaters, and it is agreed that all similar apparatus, equipment or articles heretofore placed in or upon the premises by

**TO HAVE AND TO HOLD** the premises unto the said Trustee, as 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 rights and

**IT IS FURTHER UNDERSTOOD AND AGREED THAT:**

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements on the premises which may be damaged by fire, water, wind or other causes, except damage resulting from acts of God, and (b) pay all taxes, assessments, insurance premiums, and other charges to the holder of this Note, including taxes on the land, (c) pay all costs and expenses of collection, including attorney's fees, incurred by a lessor, charge or mortgagee on the premises, and upon request obtain written proof of the discharge of same to Trustee or to Noteholder, (d) complete within a reasonable time any building or building now or at any time in process of erection upon said premises, (e) comply with all requirements of law or of reasonable ordinances with respect to the premises and the use thereof, (f) never write within one-half mile of Noteholder or that any of the boundaries of any building or building now or at any time in process of erection upon said premises, (g) never permit any trustee of any charge or mortgage to enter upon the premises, (h) not commit or suffer to be committed or observed by any part thereof, of any illegal act or condition which might impair the value of the premises or its intended purpose.

2. Mortgagor 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, furnish to Trustee or to Noteholder duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which

4. In case Mortgagors shall fail to perform any covenants herein contained, Trustee or Noteholder may, but need not, make any payment or perform any act or do any thing required by any such covenant, and thereafter may, and may do, sue and collect judgment thereon, or sue and collect judgment on any tax or other liability, or any amount paid, or any amount otherwise due, by Trustee or Noteholder, or redeem from any tax sale or forfeiture affecting said premises, or commence or settle any tax action. All money paid for any of the premises herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other money advanced by Trustee or Noteholder to protect the mortgaged premises and the law hereof shall be to such additional indebtedness against herself and shall become part of the principal of the note, as provided in Section 14 of this instrument. Trustee or Noteholder shall be entitled to all amounts due and owing to her on such note, whether or not discharged, pursuant to the terms of this instrument. Trustee or Noteholder in making any payment hereby authorized may do so according to any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any such assessment.

Bierol, Cheryl A. 81k

Harris Trust and Savings Bank  
111 West Monroe Street  
Chicago, Illinois 60690

THE REVIEWER

**UNOFFICIAL COPY**



With whom the husband and wife of Motherwell the day and year first above written.

SURJIT S. RAMDHAVA (SEAL)  
O. SURJIT S. RAMDHAVA (ISLAM)

Roscoosey, Marcell, a Notary Public in and for and residing in said  
county, in the State aforesaid, DO HEREBY CERTIFY THAT Surjit Randhava 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, and delivered the said instrument as their free and voluntary act, in the city and parish where we are forth, including the release and waiver of all right of homestead.

IVEN under my hand and Notarial Seal this 21 day of  
May, 1977.  
February March  
Notary Public  
My Commission Expires 12-21-78

The Settlement Agreement is the result of the Trial Period.

The Installment Note mentioned in the within Trust Deed has been paid in full.

Enclosed herewith under Identification No.  
MARSH TOWNS END GARDEN FARM

HARRIS TRUST AND SAVINGS BANK,  
as Trustee  
(Enclosed)

By Mortenec Lookspicer

**REAL ESTATE LOAN DEPARTMENT  
HARRIS TRUST AND SAVINGS BANK  
111 WEST MONROE STREET  
CHICAGO, ILLINOIS 60690**

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**IMPORTANT**  
FOR BOTH THE PROTECTION OF THE BORROWER AND  
LENDER, THE NOTE SECURED BY THIS TRUST DEED  
SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED  
HEREIN BEFORE THE TRUST DEED IS FILED FOR

*R. G. W. A.*

The Installment Note mentioned in the within Trust Deed has been paid.  
Date \_\_\_\_\_ M 1506

Enclosed herewith under Identification No.  
HARRIS TOWNS END GARDNER

HARRIS TRUST AND SAVINGS BANK,  
as Trustee  
(Enclosed)

By Mortenec Lookspicer

**END OF RECORDED DOCUMENT**