

# UNOFFICIAL COPY

TRUST DEED

23 091 876

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 13, 1975 between  
 Undivided  $\frac{1}{2}$  to Constantine T. Nan and wife Mary E. (J).  
 Undivided  $\frac{1}{2}$  to Anita A. Constant (spinster) and Eric Constant (widow) (J).  
 herein referred to as "Mortgagors," and  
**AETNA STATE BANK**  
 an Illinois Banking 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 holders being herein referred to as Holders of the Note, in the principal sum of **EIGHT THOUSAND SEVEN HUNDRED FIFTY  
 SIX AND 00/100** Dollars,  
 evidenced by certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and to which said Note the Mortgagors promise to pay the said principal sum and interest from May 13, 1975  
 on the balance of principal remaining from time to time unpaid at the rate of Annually  
11.40 per cent per annum, in installments (including principal and interest) as follows:

One hundred four and 24/100 Dollars on the Twentieth day  
 of June 1975 and One hundred four and 24/100 Dollars on  
 the Twentieth 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 20th day of May 1982  
 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 installment unless paid when due shall bear interest at the rate of 11.40 per  
 annum, and all of said principal and interest being payable at such banking house or trust company in Chicago,  
 Illinois, 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 Aetna State Bank 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 this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be per-  
 formed, 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

COUNTY OF COOK AND STATE OF ILLINOIS,  
 to wit: Lot 42 (except the West 50 feet) in Block 2 in Best's Subdivision of the West  
8 acres of Block 14 in Canal Trustees Subdivision in Section 29, Township 40  
North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

This instrument was prepared  
 by [Signature]  
 (name)  
3401 S. Halsted  
 (address)

which, with the property hereinafter described, is referred to herein as the "premises."  
 TOGETHER with all improvements, incumbrances, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits there-  
 of for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said note  
 and not secondarily) and all apparatus, equipment or articles now or hereafter thereto 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) sun vis-  
 window shades, storm doors and windows, floor coverings, interior beds, coverings, screens and water fixtures. 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 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.  
Mary E. Nan (SEAL) Anita A. Constant (SEAL)  
Constantine T. Nan (SEAL) Eric Constant (SEAL)

STATE OF ILLINOIS }  
 County of Cook } ss. Sam T. Carone  
 a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY  
 THAT Undivided  $\frac{1}{2}$  to Constantine T. Nan and wife Mary E. (J)  
Undivided  $\frac{1}{2}$  to Anita A. Constant (spinster) and Eric Constant (widow) (J)  
 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 17th day of May, 1975



23 091 876

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

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed (2) keep and premises in good condition and repair without waste and free from incumbrances or other liens or claims but not limited expressly subordinated to the lien hereof (3) pay when due any indebtedness which may be assumed by a lien or charge on the premises in addition to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such obligation to Trustee or to holders of the note (4) comply within a reasonable time any building or buildings now or at any time in process of erection upon said premises (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof (6) make no material alterations to said premises except as required by law or municipal ordinances

2. Mortgagors 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 holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest in the manner provided by statute any tax or assessment which Mortgagors may desire to contest.

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 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 compliance 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 rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including 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 therein, Trustee 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 on prior encumbrances if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or mortgage affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises 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 and payable without notice and with interest thereon at the rate of \_\_\_\_\_ per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of such default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to an affidavit or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note and without notice to Mortgagors, 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) in the case of default for thirty (30) days in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for thirty (30) days in the performance of any other agreement of the Mortgagors herein contained.

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 addition to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documents and reports, printing, postage, telegraph, telephone charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of foreclosure of this title search and examinations, title insurance policies, forms with title and similar data and expenses with respect to title to be paid by Trustee or holders of the note, may deem to be reasonably necessary either to prosecute such suit or to execute to holders of the note, which may be paid pursuant to such decree. The true condition of the title to or the value of the premises, all expenditures and expenses of the nature in the paragraph mentioned, shall become or may be additional indebtedness secured hereby, and immediately due and payable, with interest thereon at the rate of seven percent per annum when paid or incurred by Trustee or holders of the note in connection with (1) any proceeding, including claims and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of such trust deed or any indebtedness hereby secured, or (2) preparations for the commencement of any suit for the foreclosure of the lien hereof, or (3) any suit for the enforcement of such right to foreclose, whether or not actually commenced, or (4) preparations for the defense of any threatened suit or proceeding which might affect the premises of the mortgagor, or (5) any suit for the enforcement of such right to foreclose, 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 incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute senior and indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, with their rights in appurtenant.

9. Upon or at any time after the filing of a bill to foreclose the 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 Mortgagors, at the time of application for such receiver and without regard to the validity of the premises or whether the same shall be then occupied as a homestead 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 to use of such rents and profits during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except by the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or advisable in such case for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time 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 hereby, or (2) 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 such receiver, 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 or of any provision hereof shall be subject to any defense which would not be good and available to the party antiposing 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 permitted for that purpose.

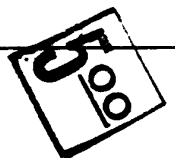
12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to enquire into the validity of the signatures or the identity, capacity or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions, or consider, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it 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 note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. When a release is requested of a successor Trustee, such receiver or trustee may accept in the note herein described any note which bears an identification number purporting to be placed thereon by a prior Trustee or owner or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original Trustee, and it has never placed its identification number on the note due and to whom, it may accept as the note herein described any note which may be presented and which conforms in substance with the description hereon contained of the note, and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which the instrument hereon has been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Clerk 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 to 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 liable for the payment of the indebtedness or on account 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 all notes when more than one note is used.

2016 MAY 23 10 02 AM '16 25091976-A Rec 5.00



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MAIL TO Aetna National Bank 2401 N. Halsted Chicago, Illinois 60614

FOR RECORDER'S INDEX PURPOSES INSURE STRIPP ADDRESS OF ABOVE IN SCRIBED PROPERTY HERE 2644 N. Milton Chicago, Illinois

PLACE IN RECORDER'S OFFICE BOX NUMBER 102