

UNOFFICIAL COPY



TRUST DEED

23 097 771

63-59-44 LAIR WIRE

Citic /

THE ABOVE SPACE FOR RECORDER'S USE ONLY

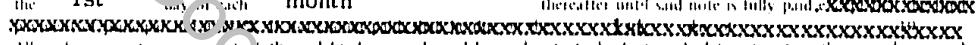
THIS INDENTURE, made May 1, 1975, between Charlie B. Jones, and Mary Jones, his Wife and Dorothy Smith

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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of
Fifteen Thousand Five Hundred and No/100 (\$15,500.00)----- Dollars,

evinced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of 8 on the balance of principal remaining from time to time unpaid at the rate per cent per annum in installments (including principal and interest) as follows:

One Hundred Eighty-Four and No/100 Dollars on the 1st day of June 1975 and **One Hundred Eighty-Four and No/100** Dollars or more thereafter until said note is fully paid. 

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 8 per annum, and all of said principal and interest being made 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 **Robert E. Carson** 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 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 heirs and successors, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the

City of Chicago, County of **Cook** and State of **ILLINOIS**,

to wit:

Lot 18 in Wing's Resubdivision of Block 4 in Pryor and Hopkins Subdivision of the West 1/2 of the North West 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois



which, with the property hereinafter described, is referred to herein as the "premises."

TO THE R with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for 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 therein 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, madro 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 purpose 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.

WE SPS THE hand, S, and seal S, of Mortgagors the day and year first above written.

Charlie B. Jones [SEAL] Mary Jones [SEAL]

Dorothy Smith [SEAL] Mary Abby Giles [SEAL]

STATE OF ILLINOIS,

County of Cook

Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

SS.

Charlie B. Jones and Mary Jones, his Wife and Dorothy Smith

who are personally known to me to be the same person 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.

Given under my hand and Notarial Seal this 1st day of May, 1975.

William H. Dyer

Notary Public

23 097 771

UNOFFICIAL COPY

1100

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 11 OF THE REVERSE SIDE OF THIS TRUST DEED.

4. Mortgagor's default. A prospective buyer of a building or improvement, known or unknown on the premises which may become damaged or destroyed, *a) keeps and preserves in good condition and repair, without waste, and b) does not make claim for any damages or credits for the same except as deducted from the amount paid.* Any other claim for any deduction which can be accepted by a claim of damage to the premises, will be rejected and spurned. *c) deducts satisfactory evidence of the deduction of such claim from the amount paid to Lender, or to refund the amount of the note.* A complete return to a responsible third party, or to the original owner of the building or buildings, or to any person in process of creation upon and previous to, except with all requirements of law and municipal ordinances with regard to the premises and its fixtures, to make any material alterations and improvements required by law or municipal ordinance.

of the principal and interest, the amount of any late charges, interest, attorney fees, court costs, and other expenses, as required by municipal ordinances. Mortgagor shall pay, before any penalty attaches, all general taxes, special assessments, water charges, sewer service charges, and other charges against the property. Subsidiary shall upon written request furnished to Trustee or to holder of the note, duplicate receipts therefor. To prevent default by mortgagor, Mortgagor shall pay on full, under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

1. Insureds shall keep all buildings, improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorms, and policies so issued shall be payable by the standard companies of insurance sufficient to cover the cost of replacing or repairing the same or parts thereof. The holder of this policy shall be liable for all amounts paid or payable to the holder of the note under insurance policies payable in case of loss or damage to the property of the holder of the note and right to be evidenced by the standard insurance clause to be attached to all policy and bond delivery documents and liability affidavit and related policies to holders of the note, and in case of avoidance to cover costs delivered to said insurance companies by the holder day next after the issuance date of such insurance.

4. In case of default thereon, Trustee or the holder of the notes may, but need not, make any payment or perform any of the covenants required of Mortgagor in any form and manner he holds expedient and may, but need not, require full or partial payment of principal or interest on prior unaccrued interest and principal due at any time by Mortgagor, or any part thereof, or claim the rest or residue from any tax due or otherwise owing by Mortgagor, or present to him any tax bill or statement. Any money so paid by any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including attorney's fees, and any other amounts advanced by Trustee or the holder of the note to pay the mortgaged premises and which are payable under the terms of the note, shall be used immediately to pay off the amount so advanced by Trustee or the holder of the note, and the balance, if any, shall be used immediately to pay off the notes and with interest thereon at the rate of

The trustee or the holder of the notes has the right to require payment by the other Noteholders on demand, for any default in the payment of any principal or interest due on the notes.

The trustee or the holder of the note may at any time demand any amount of principal or interest due or to become due or to accrue according to the terms of the note and will receive payment therefor from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the cause of the same.

10. Mortgagor shall pay all amounts due under the note mentioned, both principal and interest, when due according to the terms hereof. At the option of the trustee or the holder of the note and without notice to Mortgagor, the unpaid bills referred to by the Trust Deed shall notwithstanding anything in the note to the contrary, be construed as due and payable immediately in the case of default in making payment of any instalment of principal or interest when due or in the event of a default in the payment of taxes or other charges or expenses of the property or in the performance of any other agreement of the Mortgagor herein.

When the said bonds are so issued, it shall be made clear whether by acceleration or otherwise, holders of the notes of Trustee shall have the right to require payment in full. In any event, if the above mentioned there shall be allowed and included as additional indebtedness in the decree for sale all amounts due on the notes of Trustee, the amount of which shall be determined by the court, and the same shall be paid over to the court, and the same

trustee or his agent, which may be paid by the trustee or holder of the note for attorney's fees. Trustee does apparently not have the right to deduct such expenses from the principal amount of the note, which may be estimated as item 10, provided that the terms of the note do not permit deduction of such expenses from the principal amount of the note, unless such expenses are specifically set forth in the note. Trustee or holder of the note is advised to take care to make sure that the note does not contain language which would allow deduction of the legal expenses of the trustee or holder of the note from the value of the principal. All expenditures and expenses of the trustee or holder of the note in connection with the collection of the note, including attorney's fees, shall be deducted from the principal amount of the note, except to the extent that the note contains language which permits the trustee or holder of the note to deduct such expenses from the principal amount of the note.

Of course, the same procedure can be adopted as far as the title to property held in account of all costs

106
The right to receive and provide information is also guaranteed by article 19 of the Universal Declaration of Human Rights, which states that "Everyone has the right to freedom of opinion and expression; this right includes freedom to hold opinions without interference and to receive and impart information and ideas through any media and regardless of frontiers".

provided for by law, and shall have power to collect the rents, issues and profits of said premises during the continuance of such tenancy.

The Company shall have the right to require the Debtor to furnish such evidence or condition of the priority of its interest as to inquire into the validity of the signatures of the persons executing the documents, and the Debtor shall furnish the same.

The undersigned, being the holder of the instrument or instrument referred to in this affidavit, shall further be obliged to furnish the instrument referred to in this affidavit for any act of service, hereinafter, except in case of any open grievance against him or his wife, or in case of any other emergency, in which case he may furnish the instrument referred to in this affidavit for any act of service, hereinafter, except in case of any open grievance against him or his wife.

It is agreed that in case of the resignation, inability, or refusal to act of Trustee, the Successor in Trust hereunder shall have the identical title, powers, and authority as are herein given to Trustee, and any acts done by Trustee shall be considered valid and completed for all acts performed by him/her.

The Successor in Trust shall be entitled to receive his/her compensation for all acts performed by him/her.

Any Mortgagor, who has been granted a release, shall include all such persons and all persons holding for the payment of the indebtedness or any part thereof, and any other person who shall have executed the note or this Trust Deed. The word "note," when used in this instrument shall be construed to mean the promissory note or notes, if any, given by the mortgagors.

whether or not such persons shall have exceeded the use of this bond per diem. The word "per diem" when used in this instrument shall be construed to mean daily, when used, that same note is used.

COOK COUNTY CLERK
FILED FOR RECORD

JUN 2 '75 9 OC AM

*23097771

END OF RECORDED DOCUMENT