UNOFFICIAL COPY

fagodi Unit 6

23 099 246

TRUST DEED

THIS INDENTURE, Made

HS ENDENTURE, Made MAY 20, 19 Charles H. Dale and Mary A. Dale, His Wife

herein referred to as "Mort agors," and

7 5etween

Harris Trust and Savings Bank,

an Illinois hanking corporation having its principal office in the city of 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 bereinalter described (asid to the Installment Note bereinalter described to as Holders of the Note) in the principal sum of Dollars (\$ 30,000.00 Dollars (\$

All payments of princips, and interest shall be made payable at such banking bouse or trust company in the city of Chicago, Illinois, as the holdow of the Noverby, from time to time, in writing appoint, and in absence of such appointment, then at the office of Harris Trust and Savings Bank to see City.

NOW. THEREFORE, the Moring of the country the payment of the baid grinolpal sum of money and said interest in accordance with the terms, provisionts and limitations of the country of the foreigness to be previously and the part of the foreigness to be previously and the part of the foreigness to be previously and the part of the foreigness to be previously and the part of the foreigness to be previously and the foreigness to be previously and the part of the foreigness to be previously and the foreigness that the foreign and the part of the previously the part of the previously the part of the part

CITY

OF CHICAGO

COOK

THE SOUTH 37-1/2 FEET OF LOC 10 IN BLOCK 60 IN HOPKINS' ADDITION TO HYDE PARK, IN THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD FRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOUNTY C/

- Mariageuré chall pay before my penalty attaches all general innea, and abult pay aperial innea, aperial assessments, meter charge or apprel in assessments, meter charge, and charten charges against the previous when the and shall then when request found to Treates of to holders of the rate lipit therefor. To prevent default hereunder Mariageura shall pay in full under protest, in the memor provided by statute, any ten or an effect may be a full under protest, in the memor provided by statute, any ten or an effect may be a full under protest.

THIS INSTRUMENT WAS PREPARED BY M. Sasseman HARRIS TRUST AND SAVINGS BANK
111 West Monroe Street, Chicago, Hilloria

TO COMPANY THE PROPERTY OF THE PARK THE

UNOFFICIAL COPY

- 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 incident to 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 secured indebtedness additional to that evidenced by the Note, with interest thereon as hereit provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagors, their heirs, legal representatives of as their rights may spores.
- 9. Upon, or at any time after the filling of a bill to foreclose this Trust Deed, the court in which such bill is filled may appeint a receiver of smic premises. Such appointment may be made sither before or after sale, without negard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of application for such receiver 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, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, said all other powers which say be necessary or are usual in such cases for the province; which we will be decided to the province of the court from time to time may surform the province of the province of the court from time to time may surform the province of the provi
- 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 interposing 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, nor shall Trustee be obliged to record this Trust Dend or to exercise any power herein given unless supersely obligated by the terms hereof, nor he liable for any cuts or omissions hereunder, except in case of its own gross negligence or miscanduot or that of the agents or employees of Trustee, and it may require indomnities satisfactory to it before exercising any power herein given.
- 13. Tractes shall release this Taust Deed and the Lien thereof by gropper instrument upon presentation of satisfactory evidence that at indebtedness accord by that Trust Deed have been fully gainty and Trustage may assess each old layer a release tween 15 n and at the request of any person who shall either before us give maturity thereof, produce and subhits in Trustee the Note, representating that all indebtedness herein secure that seem paid, which represents the new according to the secure of the product of the product of the secure of the
- 14. Truster may resign by instrument in writing filed in the office of the Reporter or Registrar of Titles in which this instrument which has been recorded or hirst. In case of the resignation, multility or refunds to act of Marris Trust and Savings Back, as Trustee, then the Chicago Title and Trust Company, of Can' County, littletts, that he and it is hereby appointed Successor in Trust. Any Successor in Trust hereander shall have the identical life, powers are a thority as are keening from Trustee or successor shall be entitled to resonable compensation for all acts per formula between
- 15. This Trust Dr of and all provisions hereof, shall extend to and the 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 any part thereof, whether or only the necessary of the payment of the indebtedness or any part thereof, whether or only the necessary of the payment of the indebtedness or any part thereof, whether or only the necessary of the payment of the indebtedness or any part thereof.
- In, in order to provide for the payment of tames, assessments and insurance proniums required to be paid hereunder by Mortgaguer. Mortuguer shall deposit with the 1...do 2 of the Note, or such other persons, firm or corporation as the halders of the Mote may designate, on each monthly payment date an amount equal to 1 2th of the amount taxes and assessments with the premises and 1/12th of the amount premium on all such insurance reserves are to be a such as the same become due to the premium of the premium of the same and assessments as the same become due or for retreating the premium thereo, and in the event any deflait shall exist in the amount of such deposits Mortgagors agree to deposit any amount necessary to make up the defector. Nothing in this paragraph contained, however, shall relieve Mortgagors from the performance of any other covenants and agreements relative to 'apparent of taxes, assessments and insurance personance of the Note may apply any and all sums then an deposit on account of the is between each of Mortgagors herein contained, the holders of the Note may apply any and all sums then an deposit on account of the is between severed hereby.
- 17. Harris Trust and Savings Sank, * aviously, may buy, sell, own and hold the Note or any interest therein, before or after maturity, and whether or not a default shall have occured a saist, and said Bank as a holder of the Note or any interest therein and every subsequent holder thereof shall be entitled to all the same security and to all the same of the Note or after any interest therein and every subsequent the fact and the same accuracy and the same accuracy and the same and the same accuracy and the same accuracy and a same accuracy and ac

Wilmages the hand annual amount and seal manual	noider of the Mote.
CHARLES H. DALE	MARY A. SALE (NEAL)
STATE OF ILLINOIS	I, Cheryl A. Olk
County of Cook SS.	a Notary Pault 11 and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
NOTARIO VALICA V	who ARE personally known to me to be the same person S whose name S ARE asscribed to the foregoing Instrument, appeared before me this day is person and such inviering that THEY signed, scaled and delivered the said is atrument as THEIR free and voluntary act, for the uses and rar was therein set forth, including the release and waiver of the right of homes cast. GIVEN under my hand and Notary Sent via 27th day of May 1.1. 19 75

IMPORTANT

FOR THE PROTECTION OF BOTH 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 RE- The Installment Note mentioned in the within Trust Deed hes

peen identified herewith under Identification M.9.6

HARRIS TRUST AND SAVINGS BANK, 9 Trustee

By mayaul C. Sanene

REAL ESTATE LOAN DEPARTMENT HARRIS TRUST AND SAVINGS BANK 111 WEST KOURDE STREET

CHICAGO, ILLINOIS 60690

23099246

Box52

END-OF-RECORDED DOCUMENT