

BOX 305 TRUST DEED

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THIS INDENTURE, Made this 13th day of June A.D. 19 75 by and between WILMON L. TURNER, JR. AND MARY E. TURNER, HIS WIFE of the City of Chicago in the County of Cook...

WHEREAS, MORTGAGOR is justly indebted to the legal holder or holders of the Promissory Instalment Note hereinafter described in the Principal Sum of TWENTY FOUR THOUSAND THREE HUNDRED AND NO/100-----Dollars (\$ 24,300.00)...

Interest only due on June 27, 1975 thereafter the sum of \$ 199.79 due and payable on the 27th day of each and every month to and including June 27, 2000...

NOW, THEREFORE, Mortgagor for the purpose of securing the payment of the Note and the performance of the Mortgagor's agreements herein contained, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents convey and warrant unto Trustee, its successors and assigns, the following described Real Estate, situate and being in the City of Chicago...

Lot 1 in Resubdivision of Block 1 in East Washington Heights, a Subdivision of the West 1/2 of the North West 1/4 and the South West 1/4 of Section 9, Township 37 North, Range 14 East of the Third Principal Meridian, except that part of aforesaid Lot 1 lying North of a line 54 feet South of and parallel with North line of Section 9, condemned for widening West 95th Street in case 49438 in Cook County, Illinois.

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which, with the property hereunder described, is referred to as the "Premises," TOGETHER with all the tenements, hereditaments, privileges, easements, and appurtenances now or at any time hereafter thereunto belonging, all buildings and improvements now located or hereafter to be erected on the premises, the rents, issues and profits thereof...

TO HAVE AND TO HOLD the above described premises unto Trustee, its successors and assigns for the purposes, uses and trusts herein set forth, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of the Mortgaged Property after any default in the payment of said indebtedness or other breach of any of the agreements herein contained.

Witness the hand and seal of Mortgagor the day and year first above written. Wilmon L. Turner, Jr. Mary E. Turner

STATE OF ILLINOIS COUNTY OF COOK ss. I, Melvin A. Brandt a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT WILMON L. TURNER, JR. and MARY E. TURNER, who are personally known to me to be the same person whose name 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 16th day of June AD. 19 75 Melvin A. Brandt Notary Public

The Principal Instalment Note mentioned in the within Trust Deed has been identified herewith. R. E. No. REO 41664 This instrument prepared by and should be returned to: M. Weisshar Two First National Bank of Chicago One First National Plaza Chicago, IL 60670 The First National Bank of Chicago, Trustee, By [Signature] Real Estate Officer

THE AGREEMENTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE HEREOF.

1. Mortgagor agrees to pay each item of indebtedness secured hereby, when due, according to the terms hereof.
2. Mortgagor agrees:
 - (a) to keep the premises in good repair and make all necessary replacements;
 - (b) to restore or rebuild promptly any building or improvement now or hereafter on the premises which may become damaged or destroyed;
 - (c) to comply with all laws and municipal ordinances with respect to the premises and their use;
 - (d) to be free from liens of mechanics and materialmen, and from all other liens, charges, or encumbrances prior to or on a parity with the lien of this Trust Deed;
 - (e) to permit the Trustee or holder(s) of the Note access to the premises at all reasonable times for purposes of inspection; and
 - (f) not to do, nor permit to be done upon the premises, anything that might impair the value thereof, or the security conveyed hereby.
3. Mortgagor further agrees that no substantial repairs or remodeling of the premises shall be made unless the written consent of the Trustee or the holder(s) of the Note shall first have been obtained and Mortgagor shall have deposited with Trustee a sum of money sufficient in the judgment of Trustee or the holder(s) of the Note to pay in full the cost of such repairs or remodeling. Trustee is hereby authorized to apply the money so deposited either during the progress of such repairs or remodeling, or upon completion thereof, in payment of the cost thereof and of the reasonable fees of Trustee.
4. Mortgagor agrees to pay promptly, and before any penalty attaches, all water rates, sewer charges, general and special taxes and assessments of any kind which may be levied, assessed, charged, or imposed upon the premises and to deliver to Trustee, upon request, satisfactory evidence of such payment. Mortgagor, to prevent default hereunder, will pay in full, under protest in the manner provided by law, any tax or assessment which Mortgagor may desire to contest.
5. Mortgagor agrees to maintain in force, at all times, fire and extended coverage insurance on the premises at their full insurable value, and also to carry such other hazard insurance as Trustee or the holder(s) of the Note may require from time to time. Said insurance shall be carried by such companies as shall be satisfactory to Trustee or the holder(s) of the Note and the policies evidencing the same with appropriate clauses (satisfactory to Trustee or the holder(s) of the Note) attached, shall be deposited with Trustee. An appropriate renewal policy shall be delivered to Trustee not later than ten days prior to the expiration of any current policy.
6. In addition to the monthly installments of principal and interest payable under the terms of the Note, and to provide for the payment of real estate taxes and assessments required to be paid hereunder by Mortgagor, Mortgagor shall deposit with Trustee, on or as estimated by Trustee, in the event such deposit shall not be sufficient to pay such taxes and assessments when due, Mortgagor agrees to deposit, on demand, such additional amounts as may be required for that purpose.
7. Upon default by the Mortgagor of any agreement herein, Trustee or the holder(s) of the Note may, but need not, make any payment or perform any act on behalf of Mortgagor in any form and manner deemed expedient and may, but need not, make any partial payments or principal or interest on prior and co-ordinate encumbrances, if any, and purchase, discharge, compromise, or settle any lien, encumbrance, suit, title or claim, or redemption from any tax sale or forfeiture affecting the premises, or contest holder(s) of the Note to protect the premises or the lien hereof, including all costs and expenses incurred by Trustee or holder(s) of the Note, including reasonable compensation of Trustee, attorneys' fees and all expenses paid or incurred including probate and bankruptcy proceedings, or any indebtedness secured hereby, or (ii) preparations for the commencement of any suit or defendant, by reason of this Trust Deed, or any indebtedness secured hereby, and with interest thereon at eight percent per annum. In making any payment hereunder, Trustee, or the holder(s) of the Note shall be sole judges of the legality and validity thereof, and of the amount necessary to be paid in satisfaction thereof.
8. With respect to any deposit of funds made by Mortgagor with Trustee hereunder, it is agreed as follows:
 - (a) Mortgagor shall not be entitled to any interest on any of such deposits;
 - (b) Such deposits shall be held by Trustee for the purpose for which said deposits were made, apply the same in reduction of any indebtedness secured hereby, and without regard to the direction or control of the Mortgagor;
 - (c) If a default occurs in any of the terms hereof, or to accrue, secured by this Trust Deed.
9. If by default shall occur in the payment of any monthly installment of principal and interest as provided in the Note; or in the payment of any other indebtedness arising under the Note or this Trust Deed; or in the performance of any other agreement of Mortgagor contained in the Note or this Trust Deed and shall continue for a period of three days; then the following provisions shall apply:
 - (a) All sums secured hereby shall, at the option of Trustee or the holder(s) of the Note, become immediately due and payable;
 - (b) Trustee or the holder(s) of the Note may immediately foreclose on the lien of this Trust Deed. The court in which any proceeding is pending for that purpose may, at any time thereafter, either before or after sale, without notice to Mortgagor, and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the value of the premises, or the occupancy thereof as a homestead, appoint a receiver for the benefit of Trustee or the holder(s) of the Note, with power to collect the rents, issues and profits of the premises due and to become due, during any foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of any rents, issues and profits when collected, may pay costs incurred in the management and operation of the premises, principal and co-ordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the premises, and may pay all or any part of the indebtedness secured hereby or any deficiency decree.
10. In any foreclosure of this Trust Deed, there shall be allowed and included in the proceeds for sale, to be paid out of the rents, or the proceeds of such sale,
 - (a) all principal and interest remaining unpaid and secured hereby;
 - (b) all other items advanced or paid by Trustee or the holder(s) of the Note pursuant to this Trust Deed, with interest at eight percent per annum from the date of advancement; and
 - (c) all court costs, attorneys' fees, appraiser's fees, expenditures for documentary and other court evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after the date of the decree) of procuring all abstracts of title, title searches and examinations, title guaranty policies, Torrens certificates and similar data, with respect to title which Trustee or holder(s) of the Note may deem necessary in connection with any foreclosure proceedings.
11. 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 items enumerated herein; second, all other items which, under the terms hereof, constitute additional secured indebtedness, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Mortgagor, then his successors, or assigns.
12. 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 the same in an action at law upon the Note hereby secured.
13. This Trust Deed and the lien created hereby shall be released by Trustee upon full payment of all indebtedness secured hereby, and the performance of the agreements herein made by Mortgagor, and the payment of the reasonable fees of Trustee. Trustee may execute and deliver such release to, and at the request of, any person who shall, either before or after maturity hereof, produce and exhibit to Trustee the Note and this Trust Deed representing that all indebtedness hereby secured has been paid, which representation, or which acceptance herein, it may accept as the genuine Note any Note which may be presented and which conforms in substance with the description herein contained of the Note and which purports to be executed by the makers thereof.
14. It is expressly agreed that neither Trustee, nor any of its agents or attorneys, nor the holder(s) of the Note shall incur any personal liability on account of anything that it, he or they may do or omit to do under the provisions of this Trust Deed, except in case of its, his or their own willful misconduct.
15. The agreements herein contained, shall extend to and be binding upon Mortgagor and any and all persons claiming by, through or under Mortgagor, the same as if they were in every case named and expressed, and all the agreements herein shall bind them, both jointly and severally, and shall inure to the benefit of Trustee, its successors and assigns, and of the holder(s) of the Note.
16. Except as herein expressly provided to the contrary, no remedy or right herein conferred upon or reserved to the Trustee, or to the holder(s) of the Note is intended to be to the exclusion of any other remedy or right, but each and every such remedy or right or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right, or shall be construed to be a such remedy or right may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the holder(s) of the Note.
17. The invalidity of any one or more agreements, phrases, clauses, sentences or paragraphs of this Trust Deed shall not affect the remaining portions of this Trust Deed, or any part thereof, and in case of any such invalidity, this Trust Deed shall be construed as if such invalid agreements, phrases, clauses, sentences or paragraphs had not been inserted.
18. Trustee herein may at any time resign or discharge itself of and from the trust hereby created by a resignation in writing filed in the office of the Recorder (or Registrar) of the County in which this instrument shall have been recorded (or registered).
19. In case of the resignation, inability or refusal to act of the First National Bank of Chicago, as Trustee, at any time when its action hereunder may be required by any person entitled thereto then the Chicago Title and Trust Company shall be and it is hereby appointed and made successor in trust to the First National Bank of Chicago, as Trustee under this Trust Deed, with identical powers and authority, and the title to said Mortgaged Property shall thereupon become vested in such successor in trust for the use and purposes aforesaid.

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END OF RECORDED DOCUMENT