

UNOFFICIAL COPY

TRUST DEED

23 159 177.

Trust Deed Form 17)

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made July 8, 1975, between

MARVIN FENN and LILLIAN FENN, His Wife,

herein referred to as "Mortgagors," and
NATIONAL BANK OF ALBANY PARK IN CHICAGO,

a National Banking Association 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 here-
inafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of
THIRTY TWO THOUSAND and NO/100ths (\$32,000.00)----- Dollars,
evidenced by a certain Instalment 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 ~~then~~
monthly from date----- on the balance of principal remaining from time to time unpaid at the rate of
--8-1/4-- per cent ~~per~~ annum in installments as follows Two Hundred Seventy-two and 66/100ths----

Dollars on the First day of October 1975 and Two Hundred Seventy-two & 66/100ths
month

Dollars on the First day of each and every / 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 First day of September 1995.
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 ~~eight and one-fourth~~ per cent ~~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 The National Bank of Albany Park
in said City.

NOW WHEREFORE the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provi-
sions 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 successors and assigns the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and

being in the Village of Skokie COUNTY OF Cook AND STATE OF ILLINOIS,

Lot 108 (except the North 11 feet) and the North 22 feet of Lot 109 in Krenn
and Dato Crawford and Oakton Street "L" Subdivision of the East half of
Section 27, Township 41 North, Range 13 East of the Third Principal
Meridian in Cook County, Illinois.

PREPARED BY: The National Bank of Albany Park in Chicago
By: Roy S. Vergo, Vice President
3424 West Lawrence Avenue, Chicago, Illinois 60625

5.00
23 159 177

which, with the property hereinafter described is referred to herein as the premises.
Taxes, assessments, levies, liens, mortgages, judgments, claims, and other encumbrances, 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 sec-
ondarily, and all apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power,
refrigeration (whether single units or centrally controlled), and ventilation (without restricting the foregoing), sewage, sewerage, storm
drains and windows, floor coverings, radiator 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 purposes, and upon the uses and trusts here-
in 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 mort-
gagors, their heirs, successors and assigns.

WITNESS the hands and seals of Mortgagors the day and year first above written.

Marvin Fenn [REAL] Lillian Fenn [REAL]
Lillian Fenn [REAL] [REAL]

STATE OF ILLINOIS
County of Cook
Beverly Morgese
Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Marvin Fenn and Lillian Fenn, His Wife,



personally known to me to be the same persons whose names are subscribed to the foregoing in-
strument as their free and voluntary act, for the uses and purposes therein set forth, including the re-
lease and waiver of the right of homestead.
Witness my hand and Notarial Seal this 11th day of July 1975
Beverly Morgese
Notary Public

UNOFFICIAL COPY

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

- Mortgagor shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed by fire, and shall keep said premises in good condition and repair, without waste and loss. It is understood that no other lien or claim for loss and expense is subsisting to the best of the knowledge of the parties, which may be subsisting against the premises, and upon request of the holder of the note, the mortgagor shall promptly furnish satisfactory evidence of the discharge of such prior lien to the holder of the note. All complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises. (b) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof. (c) make no material alterations in said premises except as required by law or municipal ordinance.
- 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 holders of the note duplicate receipts therefor. In the event of failure to pay such taxes, Mortgagor shall pay in full under protest in the manner provided by statute any tax or assessment which Mortgagor may incur to avoid a lien.
- Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm with a policy providing for payment by the insurance company of monies sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the requirements of the holders of the note. Such policy shall be attached to each policy and shall be subject to the provisions, including conditions and renewal policies, of the holders of the note, and the amount of insurance shall in no case be less than the full value of the premises as of the date of expiration.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter required of Mortgagor in any way and may demand, acquire and sell any tax lien or other prior lien or title or claim thereof or release from any tax sale or foreclosure sale or other sale or disposition of such lien or assessment. All monies 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 mortgagor's interest, shall be paid by the mortgagor, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken. The rate of 5% per cent per annum, together with interest thereon, shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.
- The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so without any bill, statement or estimate presented 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, foreclosure, tax lien or title or claim thereof.
- Mortgagor shall pay each item of indebtedness herein mentioned both principal and interest due according to the terms hereof. All the provisions of the note and without notice to Mortgagor all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything therein to the contrary be deemed to be due and payable in full immediately in the event of default in making payment of any or all of the items of principal or interest on the note or in the event that default shall occur and continue for 30 days in the performance of any other agreement of the Mortgagor herein contained.
- When the mortgagor hereinafter assigned shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit 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, appraisers fees, costs of foreclosure, and expenses of the sale, and all other expenses, including costs and charges which may be estimated as to items to be paid or incurred after entry of the decree of foreclosing all such portions of title, title security or other matters. Trustee and holders of the note and assigns shall have the right to sell the premises or any part thereof in whole or in part, 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 costs, taxes and profits, and the Trustee or holders of the note may be necessary or appropriate in such cases for the protection, preservation, 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 the indebtedness secured hereby or by any decree foreclosing this trust deed or any tax, special assessment or other lien which may be assessed against the premises or to such receiver, provided such application is made prior to foreclosure sale. (2) the deficiency in case of a sale and deficiency.
- No action for the enforcement of any provision hereof shall be subject to any defense which would not be good and available to the party intervening same in an action at law upon the note hereby secured.
- 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.
- Trustee has no duty to examine the title to the premises or condition of the premises 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 hereunder except in case of its own gross negligence or wantonness or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- Trustee shall release this trust deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and that 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 satisfy to Trustee the note representing that all indebtedness hereby secured has been paid when the same is due, and where the release is required of the original trustee, such release may be accepted as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a person designated as the holder hereof, and where the release is required of the original trustee, such release may be accepted as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a person designated as the holder hereof, and where the release is required of the original trustee, such release may be accepted as the genuine note herein described 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 persons herein designated as makers thereof.
- Trustee may accept by instrument in writing filed in the Office of the Recorder or Registrar 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 Trustee and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.
- The Trust Deed and all provisions hereof shall extend to and bind upon Mortgagor and all persons claiming under or through Mortgagor and the word "Mortgagor" when used herein shall include all successors, assigns and persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note of this Trust Deed.
- In addition to the payments of principal and interest hereinabove provided, the Mortgagors shall pay each month to the holder or holders of said Note, 1/12th of the annual general real estate taxes, assessed or to be assessed against said premises and 1/12th of the annual cost of fire and extended coverage insurance in an amount approved by the holder or holders of said Note. The Policy or Policies evidencing such insurance shall contain a mortgage clause covering and protecting the interest of the holder or holders of said Note.
- For prepayment privilege, see Note hereby secured.

COCA
FILES

JUL 22 1 47 PM '75

*23159177

R-1112
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 RECORD

The Instrument Note mentioned in the writing Trust Deed has been identified here with under Identification No. 23159177

NATIONAL BANK OF ALBANY PARK IN CHICAGO, as Trustee

by *Chloe Ullman*
Trust Officer

D E L I V E R Y INSTRUCTIONS
NAME The National Bank of Albany Park In
Chicago
STREET 3424 West Lawrence Avenue
CITY Chicago, Illinois 60625
OR

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

7825 Keystone Avenue
Skokie, Illinois

RECORDERS'S OFFICE BOX NUMBER - 35 -

END OF RECORDED DOCUMENT