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COOK COUNTY
FILED 4-1-75

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TRUST DEED

THIS INSTRUMENT PREPARED BY GEORGE R. KRATT
UNIVERSITY NATIONAL BANK
1354 East 55th St., Chicago 60615 - 684-1200

CTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made

June 20

1975, between

MORRIS JANOWITZ and GAYLE JANOWITZ, His Wife

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 Installment Note herein
and legal holder or holders being herein referred to as Holders of the Note, in the principal sum of EIGHTEEN THOUSAND
AND NO/100THS (\$18,000.00)-----
evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

600

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest
from June 21, 1975 on the balance of principal remaining from time to time unpaid at the rate
of eight and one half (8 1/2%)----per cent per annum in installments (including principal and interest) as follows:

ONE HUNDRED FORTY-FOUR & 95/100THS (\$144.95)---- Dollars on the 20th day of July 1975, and ONE HUNDRED FORTY-FOUR & 95/100THS Dollars on the 20th 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 June 192000.
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 8.75 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 in the office of University National Bank
in said City.

NOW, THEREFORE, the Mortgagors do hereby pay the sum of One Thousand Eight Hundred Sixty Dollars and No/100ths (\$1,860.00) to the Trustee,
and in consideration of the sum of One Dollar and said receipt whereof is hereby acknowledged, do by these presents, convey and assign to the
Trustee its successors and assigns, the following described Real Estate and all other estate, rights, title and interest therein, situated, lying and being in the
County of Cook, State of Illinois, and the same is described as follows:

UNIT NO. 5557-3 as delineated on survey of the following described parcel of
real estate (hereinafter referred to as "Parcel"):

Lot 1 and the South 78.84 feet of Lot 3 in the Subdivision of Lots 13 and 14 in
Block 57 in Hyde Park, being a Subdivision of the East 1/2 of the North East
1/4 of Section 14, Township 38 North, Range 14 East of the Third Principal
Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to
Declaration made by Hyde Park Bank and Trust Company, an Illinois Corporation,
as Trustee under Trust Agreement dated April 1, 1974 and known as Trust Number
315, recorded in the office of the recorder of Cook County, Illinois, as Document
No. 22900618; together with an undivided 8.6927% per cent interest in said parcel
(excepting from said parcel all the property and space comprising all the units
thereof as defined and set forth in said declaration and survey) all in Cook County,
Illinois.

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Mortgagor also hereby grants to mortgagee, its successors and assigns, all rights and
easements appurtenant to the above described real estate, the rights and easements for
the benefit of said property set forth in the aforementioned Declaration.

This Mortgage is subject to all rights, easements restrictions, conditions, covenants
and reservations contained in said Declaration the same as though the provisions of
said Declaration were recited and stipulated at length herein.

Morris Janowitz

Gayle Janowitz, His wife

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Property of Cook County Clerk's Office

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all furniture and personalty used for so long and during all such times as Mortgagors may be entitled thereto; which are placed personally and in a party with said real estate as follows: an air conditioner, and all apparatus, equipment or articles now or hereafter thereon or therein used to supply heat, gas, air-conditioning, water, light, power, etc., in houses (whether single units, centrally controlled), and ventilation, including without restricting the foregoing, screens, windows, shades, storm doors, and windows, floor coverings, indoor 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 assigns, 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 hereinafter 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, 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.

WITNESS the hand and seal of Mortgagors the day and year first above written

[SEAL]

Morris Janowitz

[SEAL]

[SEAL]

Gayle Janowitz, his wife

[SEAL]

Celestine M. Harvey

STATE OF ILLINOIS,

Cook

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

Morris Janowitz and Gayle Janowitz, his wife

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 acts, for the uses and purposes thereon set forth.

Given under my hand and Notarial Seal this 20th day of June 1975

Celestine M. Harvey, Notary Public



Form No. 100-1000-1000, County of Cook, Illinois - Inst. Inst.

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My Commission Expires May 25, 1978

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THE CONVENTIONS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 3 ARE REVERSED SIDE OF THIS TRUST DEED.

1. **MORTGAGOR'S OBLIGATIONS.**

 1. Mortgagor shall (i) promptly repair, restore or rebuild any building or improvements made or hereafter on the premises which may become damaged or destroyed; (ii) keep said premises in good condition and repair, without waste, and free from encumbrances of which he is not expressly liable; and (iii) pay when due all rent, and expenses which may be levied by a law or order of the premises superior to his interest, and upon request exhibit satisfactory evidence of the discharge of such payment to Trustee or to holder of the note. All complaints shall be filed with the appropriate court or agency within a reasonable time after the filing of a complaint with the appropriate court or agency.
 2. Mortgagor shall pay before any penalty attaches, all general taxes, and shall pay, at least twice a year, special assessments, water charges, sewer, trash charges, and other expenses.

2. Mortgagee's rights in respect of the property and other charges against the premises when due and shall upon written request, furnish to Mortgagor a statement of the amount of principal and interest due and payable by Mortgagor to Mortgagee, and of the amount of taxes or assessments which Mortgagor has agreed to pay in respect of the property.

1. Mortgagor shall keep all buildings and improvements in the better condition than when delivered to him, without deduction under policies provided for payment by the insurance companies of losses suffered or liable to pay the cost of repairing or replacing the same, or to pay to full the indebtedness secured hereby, all as company 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 inserted in 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 new policies, including renewals, to the respective dates of expiration.

4. In case of default the trustee or holders of the note may, but need not, make any payment or postpone any act hereinabove required of them in case of default, and may, without notice, make full or partial payments of principal or interest on prior encumbrances, Mortgagors in any form and manner deemed expedient, and may, without notice, make full or partial payments of principal or interest on prior encumbrances, affecting said premises or creating any tax liens or other prior lien or title of claim thereto, or release from any tax sale or forfeiture, any and all property, rights, title and interest in and to the mortgaged premises and in connection therewith, including attorney's fees, and any other money advanced by trustee or the holders of the note to protect the mortgaged premises and the hereinafter paid reasonable compensation to trustee for each waiver concerning which action herein authorized may be taken, shall be as much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of **8.75** per annum, fraction of trustee or holders of the note shall have been considered as a waiver of any right according to them on account of any default.

5. The Transfer of the holder of the note hereby we find making any payment hereby authorized relating to taxes or assessments may do so according to any bill, statement or estimate presented from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, forfeiture, tax lien or claim thereon.

the validity of any tax assessment, rate, forfeiture, taxation or other claim.

6. Mortgagor shall pay each month or at intervals herein mentioned, both principal and interest, when due according to the terms hereof, at the option of the holder of the note, and without notice, acceleration or demand of unpaid indebtedness as secured by this Trust, shall notwithstanding anything in the note or in this instrument to the contrary, become due and payable on time fixed by the use of default in making payment of any instalment of principal or interest on the note or by when default shall occur and constitute for three days in the performance of any other agreement of the Mortgagor hereunder.

7. The holders of the note or Trustee shall have the right to

3. When the mid-valuation period shall become due, whether by acceleration or otherwise, holders of the note of Trustee shall have the option to foreclose the land held by him and to foreclose the land himself, 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 attorney's fees, Trustee's fees, appraiser's fees, outlays for documents, copy and expert expenses, stenographic, telephone, publication costs and class which may be estimated as to items to be expended after entry of the decree or in course of such administration of title until satisfied, and examinations, legal, insurance, public officer, attorney's certificates, and similar data and assurances with respect to title. Trustee or holders of the note may deem it to be reasonable, necessary either to procure such suit or to evidence the nature of the cause of action, or to defend the title to or the right of the premises. All expenditures and expenses of holders of the note at the time of the commencement of such action, or suit, or defense, or in connection therewith, and incidental thereto, and incurred by holders of the note at the rate of \$100 per month, or less, shall be paid or defered by Trustee as indebtedness of the note in connection with all my principal, including a probate and bankruptcy proceedings, and all expenses of them shall be a part of the plaintiff's claim or demand by reason of the trust deed or any indebtedness herein secured, or the non-payment for the non-delivery of my and for the lands, or for the loss or damage of any part of such right or interest, whether or not actually demanded, or for proceedings for the defense of any claim, action or proceeding which might affect the premises or the security.

whether or not such claim is compromised. 9. The proceeds of any insurance admitted to be disbursed and applied in the following order of priority: First, on account of all costs and expenses incident to the bankruptcy proceeding, including all amounts as are recovered in the preceding paragraph listed; second, all other items which under the terms hereof constitute, as will be adjudged by the court, that portion of the trust held in common provided, third, all principal and interest remaining unpaid on the note for the amount unpaid in Washington, then heirs, legal representatives or assigns of the rights may appear.

No action for the colouring and mixing of any previous tinted dye shall be subject to any defence which would not be good and available in the case of the new tinted or of such another previous suitably prepared dye.

11. Testimony of the holders of the title shall have the right to inspect the premises of a registered firm and its property.

¹¹ Minister has no duty to examine the effectiveness, expediency or economy of any public expenditure, or of authorizing the expenditure on the part of any local board. Minister is required to record his first decision to exercise any power given him and subsequently delegated by the terms of his appointment, except in case of his own gross negligence.

13. Trustee shall release this instrument and the note thereby by proper instrument of non presentation to Trustee, or by this instrument being fully paid, and Trustee may execute a release between us 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 representations may be made in trust without inquiry. Where a release is executed at a place other than where the note may be kept as the note herein described may be made at any place where the note is held, the place where the note is so kept shall be deemed to be the place where the note is described in the instrument, and the date of such release shall be deemed to be the date of the note described in the note herein described, and where the release is executed at the place where the note is described in the note herein described, the date of such release shall be deemed to be the date of the note described in the note herein described, and where the release is executed at the place where the note is described in the note herein described, the date of such release shall be deemed to be the date of the note described in the note herein described.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds of the county in which the premises are located or filed in the office of the Commissioner of Revenue or of the State Auditor of the Commonwealth of Massachusetts, if the then Recorder of Deeds of the county in which the premises are located or the Commissioner of Revenue or the State Auditor of the Commonwealth of Massachusetts shall so require. Any successor in Trustee hereunder who has the identical title, powers and authority as are herein given to Trustee, and who is willing to accept such title, powers and authority, shall be entitled to reasonable compensation for all acts performed hereunder.

Debt or otherwise shall be created in reasonable compensation for services rendered by such person to the trust fund and all persons having title to them as Mortgagors and all persons liable for the payment of the indebtedness are part thereon. The word "Mortgagor" when used in this instrument shall mean any such person and all persons liable for the payment of the indebtedness are part thereof. The word "trust fund" means the sum of money so deposited in the trust account for the sole benefit of the minor child or children named in this instrument.

During each year of the term of this mortgage, the mortgagor agrees to deposit each month equal amounts sufficient to cover the general tax bill levied on the premises herein such payments to be computed on the basis of the most recent tax bill issued for said premises during the term hereof; in the event the monthly deposits as made shall be insufficient or inadequate to pay the tax bill for which the aforesaid payment have been made, then the mortgagor agrees to pay the deficiency upon demand and in the event the monthly deposits aforementioned exceed the amount of such tax bill when issued, the surplus shall be refunded to the mortgagor.

IMPORTANT
THE NOTE SECURED BY THIS TRUST DEED SHOULD
BE HELD IN TRUST BY Chicago Title and Trust Company
BOSTON, MASS., OR BY THE TRUSTEES FOR RECORD.

MAIL TO: George R. Kratt
University National Bank
1354 East 55th St.
Chicago, IL 60615

他來，他對這件事情各不相識，他所深信的主子，他所崇拜的神明？他說他要走，這真的是要他走，他沒有理由不走。

PLACE IN RECORDER'S OFFICE BOX NUMBER

根据《最高人民法院关于审理民间借贷案件适用法律若干问题的规定》第十九条之规定，出借人对超过部分的利息主张权利的，人民法院不予支持。

~~END OF RECORDED DOCUMENT~~