

TRUST DEED

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Form 1 THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made July 7 1975, between GEORGE ANDERSON and ROSE ANDERSON, his wife,

A 591180

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 Four Hundred Seventy Three and No/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEAVER...

SOUTH SUBURBAN HOSPITAL FOUNDATION and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in installments as follows:

Full payment on or before January 12, 1976

with interest no on the principal balance of each installment at the rate of percent per annum each of said installments of principal and interest being made payable to the holder of the note...

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 conditions 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 CITY OF MARKHAM, COUNTY OF COOK, AND STATE OF ILLINOIS.

Lot One Hundred Thirteen (113) in Berkshire Manor being a Subdivision of part of the East Half of the South West Quarter of Section Twenty Four (24), Township Thirty Six (36) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois,

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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 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 so on 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 covering, leader beds, awnings, stores 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.

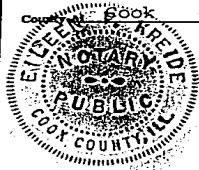
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits 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.

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

George Anderson [SEAL] Rose Anderson [SEAL]

STATE OF ILLINOIS, I, Eileen F. Kreide, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT George Anderson and Rose Anderson



who are personally known to me to be the same person(s) whose name(s) 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 7th day of July A. D. 1975

Eileen F. Kreide Notary Public

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

- Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be aged or be damaged; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims (expressly subordinated to the lien hereof); (3) pay when due any indebtedness which may be secured by a lien or charge on the premises and the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) comply at reasonable times with any building or building codes now or at any time in process of erection upon said premises; (5) comply with all requirements municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by municipal ordinance.
- Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer 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. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which they may desire to contest.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, under insurance policies payable to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to 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 renewal policies not less than ten days prior to the expiration of the respective dates of expiration.
- In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on or behalf of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding the lien hereof, become due and payable (a) immediately in the case of default in making payment of any principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement contained herein.
- When the indebtedness hereby secured 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 addition to the principal 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, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated to be incurred after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, title insurance and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either in such suit or to evidence to bidders at any sale which may be had pursuant to such decree of the title to the value of the note or the value of the property and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this instrument hereby secured; or (b) preparation for any proceeding, or (c) preparation for the defense of any threatened proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, on account of the principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as may appear.
- Upon, or at any time after, the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver in such case, such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors, and the Trustee hereunder may, or may not, be appointed as such receiver, such receiver shall have power to collect the rents, issues and profits of the premises during the whole of the said period, in case of a sale and a deficiency, during the full statutory period of redemption, when redemption is not, as well as during any further time when Mortgagors, except for the intervention of such receiver, would be entitled to rents, issues and profits, and all other proceeds which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of the said period. The Court from time to time may authorize the receiver to apply the net income in payment in whole or in part of (1) the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure and a deficiency in case of a sale and deficiency.
- 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.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be for that purpose.
- Trustee has no duty to examine the title, to ascertain the existence, or condition of the premises, nor shall Trustee be obligated to report deed or title defects or encumbrances observed or discovered by him or by his agents or employees in any act or omission hereunder, in case of its own gross negligence or misconduct or that of its agents or employees of Trustee, and it may require indemnities satisfactory to itself and its agents.
- Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person either before or after maturity thereof, produce and exhibit to the holder of the note, representing all indebtedness hereby secured has been paid in full, and the representation Trustee may accept as true without inquiry, where a release is requested of a successor trustee, such successor trustee must be the genuine note herein described and which bears a certificate of identification purporting to be executed by a prior trustee hereunder and 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; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identical as the note described herein, it may accept as the genuine note which may be presented and which conforms with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.
- Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument was recorded or filed, in case of the resignation, validity or refusal of Trustee, the then Recorder of Deeds of the county in which the instrument was recorded or filed, shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given to Trustee and any Trustee or successor shall be entitled to reasonable compensation for all services performed hereunder.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through them, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness hereby secured, whether or not such persons shall have executed the note or this Trust Deed.

COOK COUNTY
FILED

JUL 25 1 50 PM '75

Edmund G. Urban
*23164353

RECEIVED IN BAD CONDITION

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE CHICAGO TITLE AND TRUST COMPANY, TRUSTEE,
BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been recorded under Identification No. 5082222

CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

Rosemary J. Chicago
Assistant Secretary
Trust Officer

D E L I V E R Y	NAME	Edmund G. Urban & Assoc., P.C.
	STREET	5320 West 159th Street, Suite 501
	CITY	Oak Forest, Illinois 60452
	INSTRUCTIONS	OR

FOR RECORDERS INDEX PURPOSE
INSERT STREET ADDRESS OF AFO
DESCRIBED PROPERTY HERE

RECORDER'S OFFICE BOX NUMBER 530

END OF RECORDED DOCUMENT