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Unit C

TRUST DEED

CHIC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT made September 30, 1975, between MIKE ELIOU and KIRI ELIOU, husband and wife, and CONSTANTINE MEGREMIS and MARY MEGREMIS, husband and 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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Sixty-seven Thousand Two Hundred and no /100 (\$67,200.00) - - - - - Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from October 1, 1975 on the balance of principal remaining from time to time unpaid at the rate of Eight and one-quarter (8 1/4%) per cent per annum in instalments (including principal and interest) as follows:

Six Hundred Seventy-five & 76/100 (\$675.76) Dollars on the First day of January 1976 and Six Hundred Seventy-five & 76/100 Dollars on the first 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 first day of December 1986 (subject to extension of time by agreement of the parties). 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 9 1/2% 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 Donald Geller or Julian Geller, 622 W. Diversey, Chicago, Illinois 60614.

NOW, WHEREFORE, the Mortgagors to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions 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 hereby present CONVEY and WARRANT unto the Trustee, assignees and assigns the following described Real Estate, title and interest therein situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS,

Lots 6 and 7 in Block 3 in T.J. Grady's 6th Green Briar Addition to North Edgewater in the N.E. 1/4 of the N. W. 1/4 of Section 1, T. 40N., R. 13 E. of the 3rd Prim. Mer., commonly known as 2917-2921 W. Devon Avenue.

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which, with the property hereinafter described, is referred to herein as the "premises". TOGETHER with all improvements, covenants, easements, fixtures, and appurtenances thereto belonging, and all rights, claims and profits thereon from time to time and during all such time as the Mortgagors may be entitled thereunto (which are, purchased, possessed and enjoyed by the Mortgagors and their heirs, assigns and assigns) and all apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether high or low voltage, controlled), and ventilation, including, without restricting the foregoing, radiators, stoves, furnaces and woodstoves, floor coverings, window blinds, awnings, screens and window shades, and 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 on 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 assignees and assigns, however, for the purposes and upon the terms and trusts herein set forth, free from all liens and benefits hereto 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.

WITNESSES the said MIKE and KIRI ELIOU of Mortgagors the day and year first above written.

Mike Eliou (SEAL) Constantine Megremis (SEAL)
Kiri Eliou (SEAL) Mary Megremis (SEAL)

STATE OF ILLINOIS)
County of COOK)
I, Donald Geller, Notary Public in and for the County of Cook, do hereby certify that MIKE ELIOU and KIRI ELIOU, husband and wife, and CONSTANTINE MEGREMIS and MARY MEGREMIS, husband and wife

Notary Seal: DONALD GELLER, Notary Public, State of Illinois, Commission Expires 12/31/76

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

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to 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) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors 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. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance 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 attached to each policy, and shall deliver all policies including additional and renewal policies, including holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. 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 prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All moneys 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 mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of $\frac{1}{4}$ per annum. Fraction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note, hereby secured, making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate prepared 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, forfeiture, tax lien or title claim thereon.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. 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 for foreclosure of 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, appraiser's fees, court costs for documents and record of records, advertising, clerical, publication costs and costs (which may be itemized as to items to be expended after entry of the decree) in preparing all such documents, title searches and examinations, title insurance policies, Trustee certificates, and similar data and assistance with respect to title. Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the holders of the note or Trustee as herein provided shall become, to such additional indebtedness secured hereby and immediately 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 connection with (a) any proceeding, including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) proceedings for the enforcement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced.

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 proceeding, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness in addition to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. 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 of said premises. Such appointment may be made either before or after sale, without notice, without regard to the adequacy or inadequacy of Mortgagors at the time of application for such receiver and without regard to the then use of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder 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 time when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other moneys which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises and all other powers 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 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 (1) the indebtedness secured hereby, or by any decree foreclosing the lien hereof, 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 within the foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien of any provision herein 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.

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, or to inquire into the validity of the signatures or the identity, capacity or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given which is expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require independent verification to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness 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 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 representation Trustee may accept as true without inquiry. When a release is requested of a successor trustee, such successor trustee may accept as true the note herein described if any note which bears an identifying number corresponding to be placed thereon by a prior trustee, or under which conforms in substance with the description herein contained of the note and which purposes to be executed by the person herein designated as maker thereof, and where the release is requested of the original trustee and it has never placed an identifying number on the note described herein, it may accept as true the note herein described if any note which may be produced and which conforms in substance with the description herein contained of the note and which purposes to be executed by the person herein designated as maker thereof.

14. Trustee may assign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the responsibility liability in respect to act of Trustee, the then Recorder or deeds 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.

15. This Trust Deed and all provisions hereof, shall extend to and be 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 on any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

SEE RIDER OF EVEN DATE ATTACHED HERETO AND MADE A PART HEREOF
Said Rider sets forth paragraphs 16, 17, 18, 19 and 20 of this
Trust Deed.

COCA
FILED

Oct 13 1917

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IMPORTANT
THE NOTE SECURED BY THIS TRUST DEED SHOULD
BE RECORDED BY Chicago Title and Trust Company
BEFORE THE TRUST DEED IS FILED FOR RECORD

Chicago Title and Trust Company, Trustee
[Signature]

MAIL TO:

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

BOX 599

