

**UNOFFICIAL COPY**



**TRUST DEED**

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CTIC 7 THE ABOVE SPACE FOR RECORDER USE ONLY  
THIS INDENTURE made November 13 1975 between SALVADOR MURRA,

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE

himself referred to as "Montezuma," and

CHICAGO LIFE AND TRUST COMPANY

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from **date hereof** on the balance of principal remaining from time to time unpaid at the rate of **Nine (9) - - - - -** per cent per annum in instalments (including principal and interest) as follows:

TWO THOUSAND (\$2000.00) - - - - - Dollars on the 12th day of December 1975 and TWO THOUSAND (\$2000.00) - - - - - Dollars on the 12th 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 12th day of June 1976. All such payment 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 nine (9) per annum and all of said principal and interest being made payable at such banking house or trust company in Chicago. Before as the holder of the note may from time to time, in writing

and in absence of such appointment, then at the office of Edward Lewison, 1 N. LaSalle Street in and City.

That part of Lot 27 in Davis Resubdivision of Lot 12 in Block 71 in Subdivision by Calumet and Chicago Canal and Dock Company of parts of Sections 5 and 6, Township 37 North, Range 15, East of the Third Principal Meridian lying South of the North 2 feet 3 inches of said Lot in Cook County, Illinois.

which will be programs to consider, selected according to their particular purpose. Along with the other components of the university experience, faculty and student leaders, Presidents, Deans, and others involved and participating in the university's educational mission, are encouraged to explore the potentialities of the university as a place for growth and development in three broad areas and how these areas can be developed in cooperation with the university's educational mission. These three broad areas are: (1) the capacity for growth in the use of the university's facilities and resources; (2) the capacity for growth in the use of the university's facilities and resources; and (3) the capacity for growth in the use of the university's facilities and resources.

**THIS IS A PURCHASE MONEY MORTGAGE.**

This instrument prepared by **Edward Lewison**  Salvador Murra  
1 No. LaSalle St. Chicago, Ill.

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MARY ANN WLADYKA

and the first of August to every person having an interest in the stock.

*Ann W. A. C.* is a widow, age 60, born in the state of \_\_\_\_\_, after her husband died in 1910 she has resided in the town of \_\_\_\_\_, she has no children, she is a widow and a bachelor. Her husband was a carpenter and she has been a widow ever since his death.

*Mary Ann Aldridge*

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10. The following table shows the number of hours worked by each employee.

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Page

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

1. Mortgagor shall at all times keep in repair and maintain all buildings or improvements on his lot or lots after the premises which may become damaged or destroyed by fire, wind, water, and other causes, and repair without cost, and bear the expenses, cost or other losses or claims for damage to such buildings or improvements as may be caused by a claim or charge on the premises superior to the hindrance, and upon request exhibit to the holder of the note evidence of the discharge of such claim or charge on the premises superior to the hindrance.

10. Mortgagors shall pay before acceleration attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other expenses against the property when due, and shall upon written request, furnish to Trustee or to holders of the note, duplicate copies thereof. 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. Mortgage shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorms and all policies, providing fire protection by the insurance company or money sufficient either to pay the cost of replacing or repairing the same or to pay off the indebtedness secured thereby, all in compliance satisfactory to the holders of the note under insurance policies payable in case of loss or damage. It is agreed that the holders of the note may require to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, with all addenda and renewals policies to the holders of the note and in case of nonrenewal about to expire, shall deliver renewal policies as soon as ten days prior to the expiring date of expiration.

1. In case of default or non-payment by the holder of the note, he may not make payment or perform any act hereinafter required of Mortgagor in any form and manner described above, and may not hold, make full or partial payment of principal or interest on prior encumbrances, attorney and purchase, discharge or release of any or all of the prior holder's title or claim from any tax sale or forfeiture, and pay expenses of such release or discharge. At his own cost and expense he may pay for all of the purposes herein authorized and all expenses paid or incurred in connection therewith including attorney's fees and any other expenses allowed by law.

10. The Company may at any time require the Member to make any payment to it by authorized drafting to its account or accounts, may do so according

6. Mortgagee shall pay each of the Undebtedness before mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and with written notice, Mortgagee may prepay such principal and interest secured by this Trust Deed, notwithstanding anything in the note or in this instrument to the contrary, in full or in part, at any time and payable immediately in the case of default in making payment of any instalment of principal or interest due under the note, or in whole or in part, whenever due and payable for three days in the performance of any other agreement of the Mortgagors herein.

- When the debt or security created shall become due whether by acceleration or otherwise, Holders of the note or Trustee shall have the right to foreclose the lien created and recover the sum due, 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, notary's fees, recording fees, and expenses such as stenographic charges, publication costs and costs, which may be estimated at amounts to be expended in connection with the discharge of the debt, plus all such indebtedness of title, legal, warranty, and examination title insurance policies, Title Office certificates and documents, and other expenses which may be reasonably necessary for the protection of the title and the premises. All expenditures and expenses of the Trustee and Holders of the note in connection with the title to the property, All expenditures and expenses with interest

- the amount of the principal sum and interest thereon, and also to pay or cause to be paid to the trustee such additional indebtedness, secured hereby, and immediately due and payable, with interest accrued by trustee, as shall be necessary to satisfy all the costs and expenses of the suit in connection with, or any proceeding including arbitration, which may be taken by the plaintiff or defendant, or either of them, at all times during the continuance of this trust, or after the commencement of any suit for the foreclosure hereof, after all right of suit shall have been foreclosed, or before the defense of any threatened suit or proceeding which might affect the premises or the security.

- The proceeds of the security shall be distributed and applied in the following order: first, to the amount of the principal sum so ascertained; second, to the principal amount of any premium or prepayment herein mentioned; third, all other items which may be due and payable by the mortgagor to the mortgagee, including interest thereon, as herein provided; fourth, all taxes, fees, expenses, costs and charges which may be due and payable by the mortgagor to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. If portions of any premises shall be taken by force of a writ to foreclose, the trustee desiring the court in which such writ is filed may appoint a receiver of said premises or any part thereof, receiver and after sale, without notice, without regard to the solventess or insolvency of Mortgagors at the time of application for such receiver, and with or without regard to the third party of the premises or whether the same shall be then occupied as a home or not and the trustee or receiver may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the period of non-occupancy and in case of a sale and delivery, except during the full statutory period of redemption, whether there be redemption or not, as well as to collect any further amounts when Mortgagors, except for the service of such receiver, would be entitled to collect such rents, issues and profits, and all other property which may be in the receiver's care or control in such cases and for the protection, preservation, control, management and operation of the premises during the time of his receipt and possession.

- For the action for the enforcement of the terms of any provision herein set forth, subject to any defense which would not be good and available in the party adopting same in an action at law upon the note hereby secured.

17. Triton has the right to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity of the parties to any of the signatures on the note of trust deed, nor shall Triton be obligated to record this trust deed or to exercise any power or right which it may otherwise have by the terms hereof, nor liable for any acts or omissions of its受托人, except in case of its own gross negligence or willful misconduct.

13. The Company reserves the right to demand and the members shall, by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by the Note has been satisfied, and Trustee may execute and deliver a release hereunder to any holder of a part of any person who shall, either before or

- This note and the bonds it evidences, and Trustee may execute and deliver a release hereof to any agent or any person who shall, either before or after the date of this note, produce and submit to Trustee the note representing that all indebtedness herein accrued has been paid, which representation by such agent or person shall be made in writing and in a form acceptable to Trustee. When a release is requested of a successive trustee, such successive trustee may accept as the note herein referred to, any note or notes which have been delivered to him or her, and which purport to be placed thereon by a prior trustee, or one which conforms in substance with the note herein referred to, and which purports to be executed by the person herein designated as the maker thereof, and where the release is so accepted, the date of the release and the name and address of the successive trustee, and the date when the note herein referred to was accepted, may be printed on or attached to the note, and the date when the note herein referred to was accepted, may be printed on or attached to the note, and which purports to be executed by the person herein designated as the maker thereof.



- The Board of Directors and its committees shall be entitled to receive, upon request, all expenses incurred in connection with the discharge of their duties, including reasonable compensation for their services, and the Board of Directors and its committees shall be entitled to receive payment of all expenses, including reasonable compensation for their services, for the payment of the expenses of the subsidiary corporation, paid through the subsidiary corporation, or otherwise, by the subsidiary corporation.

16. This is a purchase money mortgage given to secure part of the purchase price.

Nov 17 2003 PM '03

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### **IMPORTEANS**

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

*Argyrotaenia* *fractana* *var.* *luteana* *W. H.*

SEARCHED INDEXED SERIALIZED FILED  
DEPUTY STREET ATTORNEY OF APPEAL  
1934 PROPERTY DEPT.

9127 Exchange Avenue  
Chicago, Illinois

**MAIL TO** Edward Lewison  
One North LaSalle Street - Room 3932  
Chicago, Ill. 60602

PLACE IN RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_

END OF RECORDED DOCUMENT