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TRUST DEED

Nov 20 11 00 AM '75

23 299 778

RECORDED IN DEEDS

*23299778

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT made October 24, 1975 between

CHARLES C. CROWELL and VIRGINIA S. CROWELL, his wife

herein referred to as "Mortgagors" and MELLROM PARK NATIONAL BANK, a National Banking Association herein referred to as TRUSTEE

IT IS HEREBY AGREED that the Mortgagors are justly indebted to the legal holder or holders of the Installment Note herein described, said legal holder or

holders being herein referred to as Holders of the Note, in the principal sum of SEVEN THOUSAND AND NO/100----- Dollars (\$7,000.00)

extended by one or more Installment 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 from _____ on the balance

of principal remaining from time to time unpaid at the rate of 9 _____ per cent per annum in installments as follows:

Eighty-eight and 68/100----- (\$88.68)-----

or more _____

(Dollar) on the 15th day of December 1975 and Eighty-eight and 68/100----- (\$88.68)-----

Dollars on the 15th 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 24th day of October 1985 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 be interest at the rate of 9.5 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Melrose Park, 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 MELLROM PARK NATIONAL BANK in said City.

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 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, he being herein described Real Estate and all of their estate, right, title and

interest therein, situate, lying and being in the Village of Melrose Park Cook AND STATE OF ILLINOIS, to wit:

The South Half of Lot 104 in Frederick H. Bartlett's Grand Farms Unit "D" in the North half of the South half of the North half of the East three quarters of the South East quarter of Section 29, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

which, with the property hereinafter described is referred to herein as the "premises".
TOGETHER with all improvements, fixtures, easements, fixtures and appurtenances thereto, including 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 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 restriction the foregoing systems, window shades, storm doors and windows, floor coverings, roof, beds, ceilings, stairs and water heaters. All of the foregoing 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.
The trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 the reverse side of the trust deed 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.

Charles C. Crowell (CHARLES C. CROWELL) (SEAL) *Virginia S. Crowell* (VIRGINIA S. CROWELL) (SEAL)

STATE OF ILLINOIS I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT County of ILLINOIS CHARLES C. CROWELL and VIRGINIA S. CROWELL, his wife



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 act, for the uses and trusts therein set forth, including the release and waiver of the right of homestead.



GIVEN under my hand and Notarial Seal this 24th day of October A.D. 1975.

Ruth Bannister (SEAL) Notary Public

THIS INSTRUMENT WAS PREPARED BY: RUTH BANNISTER, REAL ESTATE DEPARTMENT, MELLROM PARK NATIONAL BANK, MELROSE PARK, ILLINOIS 60160

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

- Mortgagee shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed. It shall keep said premises in good condition and repair, without waste, and free from nuisances or other liens or claims for lien not expressly waived in the hereof, at any time when due and indebtedness which may be secured by a lien or charge on the premises subsists on the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note. It shall comply within a reasonable time with any building or building code now or at any time in process of erection upon said premises, to comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof, to make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagee 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 Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may neglect to pay.
- Mortgagee shall keep all buildings and improvements now or hereafter situated on said property insured against loss or damage by fire or lightning to the full insurable value thereof, and against tornadoes, windstorms, or cyclones, for 100% per centum of the insurable value thereof. The insurance value for all insurance purposes to be deemed not less than the amount of said principal indebtedness, all in companies satisfactory to lender and make all insurance policies payable in case of loss to Trustee by the standard mortgage clause to be attached to each policy for the benefit of lender. Lender of policies including additional and renewal policies to holder, and in case of insurance about to expire, as deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default herein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagee in any here, and may not, extend, postpone, and may, but need not, make full or partial payments of principal or interest on principal or interest of any, and put to discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redemption from any tax lien or other lien affecting said premises or contents of any tax or assessment. All moneys paid for any of the purposes 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 mortgagee's interest in the hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be a first lien in addition to the indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of **9.5 percent per annum**. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to the mortgagee in case of any default hereunder on the part of Mortgagee.
- 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 the best of their judgment or estimate from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate of said tax or assessment, sale, forfeiture, tax lien or title or claim thereof.
- Mortgagee shall pay to each item of indebtedness 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 to Mortgagee, 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 thirty days in the performance of any other agreement of the Mortgagee herein set forth.
- When the note and 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 such case, the foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale and expenses and a deficiency 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, and all other expenses of the foreclosure proceedings, including the cost of advertising, stenographers' charges, publication costs and costs which may be estimated as to time to be expended after entry of the decree of foreclosure, including all such abstracts of title, title searches and examinations, guaranty policy, Torrens certificates, and similar data and assurances, with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such sale, or to satisfy the holder of any lien which may be had pursuant to such decree, the true condition of the title to the value of the premises. All expenditures and expenses of the nature of this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest at the rate of **9.5 percent per annum**, when paid or incurred by Trustee or holders of the note in connection with the foreclosure proceedings, including appropriate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff or defendant or in any way, or by reason of this Trust Deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof, or for the enforcement of such right to foreclose, whether or not actually commenced, or (c) preparations for the defense of any threatened suit or 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 of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional 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, any surplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.
- Upon or at any time after the filing of a bill to foreclose the trust deed, the court in which such bill is filed may appoint a receiver of said premises, and such receiver may be appointed either before or after sale, about which section may apply, the solvency or insolvency of Mortgagee at the time. The appointment of such receiver and with respect to the then sale of the premises or whether the same shall be then accepted as a foreclosure 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 period of such foreclosure 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 which may be allowed for the redemption of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or proper to carry out such duties, and the receiver, upon being appointed, may and he is authorized to do so, to take possession, control, manage and to lease or otherwise dispose of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net proceeds of his foreclosure or payment in whole or in part of (a) the indebtedness as to the note, or (b) any other indebtedness this trust deed or any tax special assessment or other lien or claim which may be or become superior to the lien hereof, or (c) the deficiency provided such application is made prior to the foreclosure sale, (d) the deficiency in case of a sale and deficiency.
- No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the party indebted thereon, or to 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 or the holders of the note shall be obligated to maintain the title, location, existence or condition of the premises, and shall not be obligated to record this trust deed or to execute any power hereunder in any jurisdiction, or to pay any taxes or assessments hereunder, except in case of their own gross neglect or omission or that of the agents or employees of Trustee, and no such requirement shall be enforceable to the extent that it is here necessary, as power hereunder given.
- Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of a satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof to any person who shall apply before or after maturity thereof, in writing, and exhibit to Trustee the note, together with all indebtedness secured hereunder has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor Trustee, such successor Trustee may accept as true the genuine nature of the note and which bears a certificate of identification purporting to be executed by a prior Trustee hereunder, or which conforms in substance with the description hereof contained in the note and which purports to be executed by the persons hereunder designated as the makers thereof, and where the nature of the original Trustee and it has been executed a certificate of identification in conformity with the description hereof, it may accept as the genuine note hereunder described any note which may be presented and which conforms in substance with the description hereof contained in the note and which purports to be executed by the persons hereunder designated as the makers thereof.
- Trustee or any holder hereunder may resign by instrument in writing filed in the office of the Recorder or Registrar, the form of which is attached hereto, or by instrument in writing filed in case of the resignation, inability or refusal to act of Trustee (HEREAFTER THE ASST. VICE PRES. OF THE COMPANY, an Illinois corporation, shall be Successor in Trust, and in case of its resignation, inability or refusal to act, the Recorder or Registrar of the county in which said property is situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical powers and authority as an herein given Trustee.
- This Trust Deed and all agreements hereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the heirs, Mortgagee, when sold hereby shall include all such persons and all persons liable for the payment of the principal or interest on the note or on any such persons shall have executed the note of this Trust Deed.
- The Makers of this Trust Deed do hereby agree in this deed with the holders of the Investment Note described herein in 1.12 of the original instrument hereby recorded.

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE CONSIDERED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

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NAME
MELROSE PARK NATIONAL BANK
17th Avenue at Lake Street
Melrose Park, Illinois 60160

CITY
OR

The Investment Note mentioned in the within Trust Deed has been identified herewith under loan identification No. _____ by _____ Assistant Vice President

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

10610 West Drummond Avenue, Melrose Park, Ill.

INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER and
MELROSE PARK NATIONAL BANK

RECORD OF RECORDED DOCUMENT

299 778