

THIS DOCUMENT WAS PREPARED BY:
Kathy Delehanty, Hinsdale, Illinois
60521



TRUST DEED

23 338 892

CHARGE TO DEED

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made December 27, 1975, between John M. Fox and

Sheryl L. Fox (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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Two thousand five hundred thirty five and 36/100's (2535.36) 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 December 27, 1975, on the balance of principal remaining from time to time unpaid at the rate of 11.12 per cent per annum in instalments (including principal and interest) as follows:

One hundred and five and 64/100's Twenty-sixth day of January 1976 and one hundred and five and 64/100's Dollars

on the 26th 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 26th day of December 1977

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 11.12 per annum, and all of said principal and interest being made payable at such banking house or trust company in Countryside, 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 Edgewood Bank in said City Countryside, Illinois 60525

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 hereby 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 COUNTY OF COOK AND STATE OF ILLINOIS,

Lot 4 in Bouska's Highlands, being a subdivision of the South half of the North 496.61 feet of the West 2030.5 feet of the North East quarter of Section 20, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.**

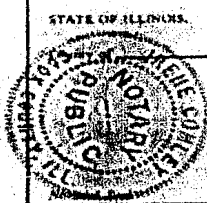
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which, with the property hereinafter described, is referred to herein as the "premises".
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging and all rents, issues and profits thereon to be received and during all such times as Mortgagors may be entitled thereto (which are pledged, granted and conveyed to said party with said real estate and not accessory thereto) and all apparatus, equipment or articles now or hereafter thereon 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 coverings, radiator body, awnings, screens 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 irrevocably 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.
X John M. Fox [SEAL] X Sheryl L. Fox [SEAL]



STATE OF ILLINOIS
I, James Conley, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
who I personally know to me to be the same person whose name appears subscribed in 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.
Given under my hand and Notarial Seal this 27th day of December, 1975.
James Conley, Notary Public

UNOFFICIAL COPY

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

1. Mortgages shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep and premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for law not expressly subordinated to the lien hereof; (3) pay at once 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 indebtedness to Trustee or to holders of the note; (4) cooperate with a reasonable view any building or buildings now or at any time on premises of Trustee 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 alteration and premises except as required by law or municipal ordinance.
2. Mortgages shall pay in full any property 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. In event of default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may incur or become liable for.
3. Mortgages 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 monies sufficient either to pay the cost of replacement or to repair the same or to pay in full the indebtedness secured hereby, all so companies 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, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than 30 days prior to the respective dates of expiration.
4. In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgages 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 reduction from any tax sale or foreclosure mortgage and premises or contract any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and to carry on the business of the premises, shall be a first lien in priority to all other liens or claims, and shall be paid without notice and with interest thereon at the rate of per centum per annum, to be paid by Trustee or the holders of the note, and shall be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages.
5. Trustee or the holders of the note hereby agreed making any payment hereby authorized relating to taxes or assessments, may also according to any bill, statement or estimate provided from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of such tax, assessment, bill, statement or estimate or into the right of the public officer to collect the same.
6. Mortgages shall pay 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 Mortgages, 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 Mortgages 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 hereby secured on the premises hereof, there shall be allowed and included as additional indebtedness in the debt for sale, 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, notary fees, documentary and sales expenses, stenographic charges, publication costs and costs, which may be estimated as to items to be expended after entry of the decree, and all other costs, charges and disbursements, including the cost of advertising, and insurance policies, and similar data and documents with respect to the premises or the note may be deemed to be reasonably necessary rather than to prosecute such suit or to reside to holders of 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 nature in this paragraph mentioned shall become so much 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 any proceeding, including probate and bankruptcy proceedings, which may be instituted by a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or by the proceeds of the liquidation of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced, or of the expenses for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, 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 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 advanced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus or proceeds in excess of the amount of the note, with interest thereon as herein provided; and fifth, to the Mortgages, their heirs, legal representatives or assigns, as their rights may appear.
9. Upon, or at any time after the filing of a bill to enforce 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 the receipt of notice, without regard to the solvency or insolvency of Mortgages at the time of application for such receiver, and without regard to the character 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 Mortgages, except 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 are usual in such law 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 this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof; or (2) such deficiency provided such application is made prior to foreclosure sale; (3) the deficiency in case of a sale and deficiency; (4) 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 intervening in an action at law upon the note hereby secured.
10. 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.
11. Trustee has no duty to examine the title location, existence or condition of the premises, or to inquire into the validity of the signatures of 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 execute any power herein given unless 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 of that of the agents or employees of Trustee, and it may require indemnities to be given to it before exercising any power herein given.
12. Trustee shall release this trust deed and the lien thereof 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 representative Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which 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.
13. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Title in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Deed 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 herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.
14. Trustee shall not be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct of that of the agents or employees of Trustee, and it may require indemnities to be given to it before exercising any power herein given.

COPIED FOR RECORD
FILED FOR RECORD

Dec 30 '75 1 05 PM

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IMPORTANT

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

Identification No. 0330303

CHICAGO TITLE AND TRUST COMPANY, Trustee.

By *[Signature]*
Agent, Trustee, or Vice-President of the Trustee

MAIL TO: Edgewood Bank
1027 W. 55th St.
Countryside, Ill. 60521
 PLACE IN RECORDER'S OFFICE BOX NUMBER 533

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

END OF RECORDED DOCUMENT