

UNOFFICIAL COPY

Account No. 41500110

23 354 402

TRUST DEED (MORTGAGE)

THIS INDENTURE, dated August 12, 1975, between Christ A. Weist and Donna M. Weist, his wife

of the City of Chicago, County of Cook, State of Illinois (hereinafter called the "Grantors") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association doing business in the City of Chicago, County of Cook, State of Illinois (hereinafter, together with its successors and assigns, called the "Trustee").

WITNESSETH

WHEREAS, pursuant to the provisions of a certain Retail Installment Contract (hereinafter called the "Contract"), of even date herewith between the Grantors and Active Lumber & Remodeling Company, as Seller, the Grantors are justly indebted in the sum of Twenty-Two thousand Nine Hundred Fifty and 00/100 (\$22,950.00) Dollars to the legal holder of the Contract, which indebtedness is payable at the offices of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 231 South La Salle Street, Chicago, Illinois 60693 in 120 successive monthly installments, each of \$191.25, except for a final installment of \$ _____, commencing 45 days after the Completion Date provided for in the Contract, and on the same date of each month thereafter until paid in full.

NOW, THEREFORE, to secure the payment, in accordance with the provisions of the Contract, of said indebtedness, and the performance of all other covenants, agreements and obligations of the Grantors under the Contract and hereunder, the Grantors hereby CONVEY and WARRANT to the Trustee the following described real estate (hereinafter called the "premises") situated in the City of Chicago, County of Cook, State of Illinois, to wit:

South twenty-five (25) feet of the North two hundred twelve (212) feet of the West 101.47 Feet of Lot six (6) in Block twenty-seven (27) in Canal Trustees' Subdivision of Blocks in South fractional Section 29 Township 39 North, Range 14 East of the Third Principal Meridian

(This is a Junior Lien) subject to that certain mortgage from Christ A. Weist and Donna M. Weist, his wife to District Savings & Loan Association dated September 14, 1962 and registered September 14, 1962 as Document No. 18590862.

together with all improvements, tenements, easements, fixtures and appurtenances now or hereafter thereto belonging, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and every thing appurtenant thereto, and all rents, issues and profits thereof or thereon, hereby releasing and waiving any and all rights under and by virtue of the homestead exemption laws of the State of Illinois.

The Grantors covenant and agree (1) to pay said indebtedness, and all other amounts that may be payable under the Contract, as provided in the Contract or according to any agreement extending the time of payment, and to pay, before any penalty attaches, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (2) within sixty days after any destruction or damage, to rebuild or restore all buildings and improvements on the premises that may have been destroyed or damaged; (3) that waste to the premises shall not be committed or suffered; (4) to keep all buildings and other improvements now or hereafter on the premises insured against such risks, for such amounts and with such companies and under such policies and of such form, all as shall reasonably be satisfactory to the legal holder of the Contract; (5) such policies shall provide that loss thereunder shall be payable first to the holder of any prior encumbrance on the premises and second to the Trustee, as their respective interests may appear, and, upon receipt, to furnish to the Trustee or to the legal holder of the Contract satisfactory evidence of such insurance; and (6) to pay, when due, all indebtedness which may be secured by any person or persons on the premises.

The Grantors further agree that, in the event of any failure so to insure, or pay taxes or assessments, or to pay the indebtedness secured by any prior encumbrance on the premises or the legal holder of the Contract may, from time to time, but need not, procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting the premises, or pay the indebtedness secured by any prior encumbrance on the premises, and the Grantors agree to reimburse the Trustee or the legal holder of the Contract, as the case may be, upon demand, for all amounts so paid, together with interest thereon at the highest lawful contract rate from the date of payment to the date of reimbursement, and the same shall be so much additional indebtedness secured thereby.

The Grantors further agree that, in the event of a breach of any of the aforesaid covenants or agreements, or of any covenants or agreements contained in the Contract, the indebtedness secured hereby shall, at the option of the legal holder of the Contract, without demand or notice of any kind, become due and payable in full and shall be recoverable by foreclosure hereof, or by suit at law or both, to the same extent as if such indebtedness had been so guaranteed by its express terms.

The Grantors further agree that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof (including reasonable attorney's fees and costs for disbursements, expenses, and postage, stenographic changes and cost of procuring or completing abstracts, showing the whole title of and properly exhibiting for filing thereon) shall be paid by the Grantors, and the like expenses and disbursements incurred by any person or persons acting as the Trustee or the legal holder of the Contract, as such, may be a party, shall also be paid by the Grantors. All such expenses and disbursements shall be an additional lien upon the premises, and shall be taxed as costs and included in any deed that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be deemed a release hereof, provided all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantors, for the Grantors and for the heirs, executors, administrators, successors and assigns of the Trustee, hereby irrevocably and irrevocably assign all right to the possession of, and the use from the premises pending such foreclosure proceedings, and agree that, upon filing of a complaint to foreclose this Trust Deed, the court in which such complaint is filed may, at once, and without regard to the Grantors or to any party claiming under the Grantors, appoint a receiver to take possession of charge of the premises with power to collect the rents, issues and profits of the premises.

The Trustee shall, upon receipt of its reasonable fee, if any, for the preparation of such release (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 the Trustee may execute and deliver a new deed to and at the request of any person who shall, either before or after the maturity thereof, produce and exhibit to the Trustee the Contract, representing that all indebtedness secured hereby has been paid, which representation the Trustee may accept as true without further inquiry.

The lien of this Trust Deed is subject and subordinate to the lien of any prior encumbrance of record on the premises. The term "Grantors" as used herein shall mean all persons signing this Trust Deed and each of them, and this Trust Deed shall be jointly and severally binding upon such persons and their respective heirs, executors, administrators, successors and assigns.

All obligations of the Grantors, and all rights, powers and remedies of the Trustee and the holder of the Contract, expressed herein shall be in addition to, and in no limitation of, those provided in the Contract or by law.

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

x Christ A. Weist (SEAL) x Donna M. Weist (SEAL)

This instrument prepared by Active Remodeling - George E. Schwefeger, 231 S. LaSalle, Chicago, Ill. (Name and Address)

23 354 402

UNOFFICIAL COPY

RECORDED IN THE
COOK COUNTY CLERK'S OFFICE

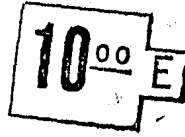
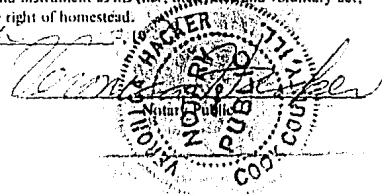
JAN 14 1976

JAN-14-76 125542 • 23354402 • A — Rec 10.00

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, a Notary Public in and for the State and County aforesaid, do hereby certify that Christ A. West
and Donna M. West
personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me
this day in person, and acknowledged that he (she, they) signed and delivered said instrument as his (her, 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 official seal this 14 day of January 1976.



Property of Cook County Clerk's Office

23354402

MAIL TO:

Continental Illinois National Bank &
Trust Company of Chicago
Attn: George E. Schweitzer
231 South LaSalle Street
Chicago, Illinois 60693



END OF RECORDED DOCUMENT