

UNOFFICIAL COPY

Unit 3
75926

RECORDED
FEB 11 1976 140288 * 23387860 * A — Rec 1115



TRUST DEED

23 387 860

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made February 5 1976 between

GEORGE S. BERK and KENNETH MILLER, as tenants in common
Married to ANNETTE BERK MARRIED TO CONSTANCE MILLER

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 Installment Note hereinafter described,
said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

THIRTY NINE THOUSAND AND NO/100 Dollars,
evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF **BARWICK**
NORTH COMMUNITY STATE BANK, an Illinois Banking Corporation,
and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest
from **April 1, 1976** on the balance of principal remaining from time to time unpaid at the rate
of **nine and three quarters (9 3/4%)** per annum in instalments (including principal and interest) as follows:

FOUR HUNDRED THIRTEEN AND 16/100 Dollars on the **1st** day
of **April** 1976, and **FOUR HUNDRED THIRTEEN AND 16/100** Dollars
on the **1st** 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 **1st** day of **March** 1971

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 **11.5%** 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 **NORTH COMMUNITY STATE BANK**
in said City.

NOW, THEREFORE, the Mortgagors in 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 **GRANT** and **WARRANT** unto the
Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title, claim, lien and being in the
COUNTY OF **COOK** AND STATE OF ILLINOIS,

**Lot 21 in Block 1 in Shipman, Bill and Merrill, Subdivision
of the East One-half (1/2) of the Northeast Quarter (1/4) of
Section 35, Township 40 North, Range 13 East of the Third
Principal Meridian, in Cook County, Illinois**

11⁰⁰ MAIL

THIS DOCUMENT PREPARED BY NORTH COMMUNITY
STATE BANK 3639 N. BROADWAY, CHICAGO, ILL.

Kenneth S. Barwick

23387860

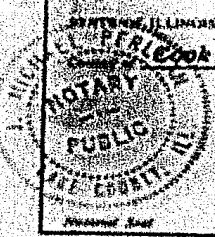
which, with the property hereinafter described, is referred to herein as the "premises."
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof, in and
along and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and non accessory)
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 limiting the foregoing), screens, window shades, storm doors and
windows, floor covering, radiator beds, switches, meters and water fixtures. 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 successors of the Mortgagors,
or anyone 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, hereon, for the purposes and upon the terms and covenants 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.

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

George S. Berk
GEORGE S. BERK (SEAL)

Kenneth Miller
KENNETH MILLER (SEAL)



J. Michael Perlman

a Notary Public in and for the County of Cook, in the State of Illinois, do hereby certify that

George S. Berk and Kenneth Miller
MARRIED TO ANNETTE BERK MARRIED TO CONSTANCE MILLER

who are personally known to me or by the same person, whose names are subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that they
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 6th day of February 1976

J. Michael Perlman
Notary Public

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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, renew or rebuild any buildings or improvements upon or hereafter situated on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without water, and free from mosquitoes or other insects or animals; (3) pay when due any such taxes which may be assessed by a local or other authority for the benefit of said buildings or buildings upon any time or portion of the premises upon said premises; (4) comply within a reasonable time with respect to the premises and the law thereof; (5) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgages shall pay in full any liability attached to the premises, and shall upon notice received, furnish to Trustee or to holders of the note, duplicate receipts therefor. To preserve duplicate hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.
3. Mortgages shall keep all buildings and improvements upon or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance company of amounts sufficient to pay the cost of repairs or to replace the same or to pay in full the indebtedness secured hereby, all in accordance with the duties of the holders of the note, under mortgage 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 against fire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default therein, 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 she may deem just and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, re-convey or settle any tax lien or other lien on title of claim thereon, or redeem from any tax sale or foreclosure affecting said premises in 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 attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage premises and the note hereunder, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be as much as the indebtedness secured hereby and shall become due and payable without notice and with interest thereon at the rate of six percent per annum. Trustee or the holders of the note shall never be considered as a waiver of any right or interest therein on account of any default hereunder on the part of Mortgages.
5. If 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 and all laws and ordinances provided from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of a tax, assessment, rate, levy or rate of collection hereon 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 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 event of default on 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 Mortgage herein contained.
6. 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 hereon, or to sell or foreclose the lien hereon, there shall be allowed and included an 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 attorney's fees, Trustee's fees, appraiser's fees, expenses for document and expert evidence, stamp duty, postage, publication costs and costs (which may be estimated to be expended after entry of the decree) of recording all such abstracts of title, sale notices and commissions, title insurance policies, interest certificates, and similar data and documents with respect to the sale of the premises by or on behalf of Trustee or holders of the note; and reasonable and necessary expenses for preparation of such abstracts and to the nature of this mortgage instrument shall become in such additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven percent 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 party may be a party or which may be commenced by or against either party, or by reason of this trust deed or any indebtedness hereby secured, or (b) any proceeding for the enforcement of any suit for the foreclosure hereof after actual of such right to foreclose whether or not actually commenced, or (c) proceedings for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
7. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an 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 to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.
8. 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 entry of a decree of foreclosure. In case of the appointment of a receiver, the receiver shall have the right 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 times when Mortgages, except for the retention 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 case for a prudent person, possession, control, management and operation of the premises during the whole of said period. The court from time to time may and will direct 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 note, or any tax, special assessment or other lien which may be or become due thereon; (2) the deficiency secured hereby, or by any decree foreclosing the note; (3) the deficiency in case of a sale and a deficiency secured to the lien hereof or of such decree, provided such application is made in part to foreclosure sale; (4) the deficiency which would not be good and available to the party intervening same in an action at law upon the note hereby secured.
9. 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 intervening same 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 exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any act of any agent or employee of Trustee, in any respect, in exercising any power herein given.
12. Trustee shall release this instrument from the lien thereof by proper instrument upon production of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof on 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 secured hereby has been paid, which is in substance as follows: "I, the undersigned, do hereby certify that all indebtedness secured hereby has been paid, and the release of the note hereof in substance with described any note which bears an identification number corresponding to be executed by the persons herein designated as the makers thereof, and where the release is required of the original trustee and it has never placed its identification number on the note described herein, it may accept as the note herein described any note which may be presented and 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 Register of Deeds 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 Register of Deeds of the county in which the premises are situated shall be Successor to Trustee. Any Successor to Trustee hereunder shall have the identical title, powers and authorities as herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.
14. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and any and every person, whether or not such person 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.

THIS INSTRUMENT IS HEREBY EXPRESSLY MADE A PART HEREOF

233878660
THIS INSTRUMENT IS HEREBY EXPRESSLY MADE A PART HEREOF

16. Mortgages covenant and agree that this Mortgage and the Note secured hereby is to be construed and governed by the laws of the State of Illinois, and that the entire proceeds of the Note shall be used for business purposes as defined in Paragraph 4 of Chapter 74 of the Illinois Revised Statutes.
17. The Mortgages shall have the privilege of making prepayments on the principal of said Note (in addition to the required payments) in accordance with the terms and conditions set forth in said Note, if any.
18. The Mortgages hereby waive any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgages acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

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Property of Cook County Clerk's Office

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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.

CHICAGO TITLE AND TRUST COMPANY

Trustee

By

[Signature]
Chicago Title and Trust Company

MAIL TO:

NORTH COMMUNITY STATE BANK
3639 NORTH BROADWAY
CHICAGO, ILLINOIS 60613

PLACE IN RECORDER'S OFFICE BOX NUMBER _____

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

END OF RECORDED DOCUMENT