

UNOFFICIAL COPY

REC'D FEB 19 1976 14 35 01 • 23308953 • A — Rec 10.15



TRUST DEED

23 393 853

THIS INSTRUMENT, made February 10, 1976, between

ALEX ALEXANDER and LENA M. ALEXANDER, his wife

herein referred to as "Mortgagors," and

CHICAGO TRUST 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

Ten Thousand and No/100 (\$10,000.00) ----- Dollars,
evidenced by one certain Installment 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 **February 10, 1976** on the balance of principal remaining from time to time unpaid at the rate
of **seven (7)** per cent per annum in installments (including principal and interest) as follows:

\$160.00 or more Dollars on the **15th** day
of **March** 19 **76** and **\$160.00 or more** Dollars on the
the **15th** day of each month thereafter until said note is fully paid

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 bear interest at
the rate of **8%** per annum, and all of said principal and interest being made payable at such banking house or trust
company in **Chicago** Illinois, the holders of the note may, from time to time, in writing
appoint, and in absence of such appointment, then at the office of **legal holder of note**
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 limitation of this trust deed, and the performance of the covenants and agreements therein 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 the following described Real Estate and all of their estate, rights and interest therein, situate, being and being in
COUNTY OF **Cook** AND STATE OF **ILLINOIS**,

**Lot 4 in W. L. DeWolf's Subdivision of the East 1/2 of the North 5
acres of East 1/3 of West 1/2 of Northeast 1/4 of Section 37,
Township 39 North, Range 13 East of the Third Principal Meridian
in Cook County, Illinois.**

10-20 MAIL

This instrument was prepared by
LOUIS L. VISHNY, Attorney at Law
One N. LaSalle St., Chicago, Ill. 60602

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 then
being and during all such times as the Mortgagors may be entitled therein (which are pledged primarily and on a parity with said real estate and not secondarily
and all apparatus, equipment or articles now or hereafter placed on 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 beds, awnings, stoves 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 on 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, with all 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 the Mortgagors the day and year first above written

[SEAL] *Alex Alexander* [SEAL]

[SEAL] *Lena M. Alexander* [SEAL]

STATE OF ILLINOIS,)
County of **Cook**)
I, **LOUIS L. VISHNY**,
a Notary Public in and for and residing in said County, in the State of Illinois, DO HEREBY CERTIFY THAT
ALEX ALEXANDER and LENA M. ALEXANDER, his wife

who are 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 purposes therein set forth.
Given under my hand and Notarial Seal this **17th** day of **FEBRUARY**, 1976
Louis L. Vishny

Notarial Seal

23308953

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

1. Mortgagor shall promptly repair, restore or rebuild any building or improvements now or hereafter situated on the premises which may become damaged or be destroyed, (2) keep said premises in good condition and repair, without waste, and free from incumbrances, easements or liens for two months except as hereinafter provided, (3) pay when due 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 prior lien to Trustee or to holders of the note, (4) complete within a reasonable time any building or holdings now or at any time in process of erection upon said premises, (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (6) make all material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor shall pay taxes, any penalty attached to general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, 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 Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may charge to a contractor.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under a policy providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the requirements of 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 issue 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 thirty 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 heretofore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, liens, and portions, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contract and 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 the note hereof, plus reasonable compensation to Trustee for such matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby, and shall become immediately due, and payable, without notice and with interest thereon at the rate of percent, fraction of ten or holder of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

5. The proceeds of any foreclosure sale of the premises shall be applied to the payment of the indebtedness secured hereby by the mortgage in full, and any balance remaining therefrom shall be distributed to the holder of the note, but need not be paid until the date of the maturity of the note, and until such time as the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any lien or assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagor shall be liable for the payment of all indebtedness 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 Mortgagor, 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 Mortgagor 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 on the premises hereof, in any manner or foreclose the premises, and include as additional indebtedness on 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, outlays for documentary and estate taxes, stenographer's charges, publication costs and costs which may be estimated as to amounts to be expended after entry of the decree of foreclosure, and all other disbursements, costs and expenses, title insurance premiums, commissions, and similar data and assurances with respect to title and interests of holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders at 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 herein mentioned shall be 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 (a) any proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, defendant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) proceedings for the commencement of any suit for foreclosure hereof after actual or 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.

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, and 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, both with and without interest; and fourth, any surplus in Mortgagor's, then heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose on 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 sale, without notice, without regard for the inability or insolvency of Mortgagor at the time of application for such receiver, and without regard to the status of the premises, 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 deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time which Mortgagor, except for the reasons of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or be usual in such cases, and the protection, preservation, control, management and operation of the premises during the whole of said period. The Trustee from time to time may authorize the receiver to apply the net income in his hands to 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 of such decree, provided such application is made pursuant to a decree of sale, (2) the deficiency in case of a sale and deficiency.

10. 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 asserting same as an absolute lien upon the note hereby secured.

11. 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.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity or authority of the signatories on the note or trust deed, nor shall Trustee be held to receive this trust deed or to execute any power herein given unless properly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence in exercising its duties or obligations as Trustee, and it may require indemnification for its liability hereunder as provided herein.

13. Trustee shall release this trust deed and the lien thereon 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 hereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured 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 the note herein described any note which bears an identification number purporting to be placed thereon by a person trustee or remainder which conforms in substance with the description herein contained of the note, and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee, and it has never placed its identification number on the note described herein, except 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.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which such instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of Deeds of the county in which the premises are situated shall by Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons 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.

Parties understand that there is a 1st mortgage on said premises in favor of Crane Savings recorded as Doc. #19238427 upon which there is a present balance of \$6,728.04. It is understood that said balance of \$6,728.04 is included in the principal amount of this Junior Trust Deed. If mortgagor carries out all of the covenants and agreements hereunder and promptly makes all payments due hereunder, the holder of this Junior Trust Deed agrees to make all payments due to Crane Savings. Upon full payment by Mortgagor in the sum of \$10,000.00 and interest, holder of this Junior Trust Deed will cause 1st mortgage to be fully paid and released.

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

CHICAGO TITLE AND TRUST COMPANY, INCORPORATED IN ILLINOIS
1100 BROADWAY, CHICAGO, ILL. 60601
[Signature]

MAIL TO
 LOUIS L. VISHNY
100 NO. LA SALLE ST. - SUITE 2100
CHICAGO, ILL. 60602
 PLACE IN RECORDER'S OFFICE BOX NUMBER

FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS
COUNTY OF COOK, ILLINOIS
[Signature]
[Stamp: 01 JUN 85]

23 393 853

END OF RECORDED DOCUMENT