

UNOFFICIAL COPY

24481553

TRUST DEED (Illinois)
For use with home loans
(Monthly payments including interest)

SIR JUN 8 AM 9:08

THIS INDENTURE made June 5, 1978,

between Charlie Williams and Rose Williams 10.00

his wife, R.A. Eiden, trustee

herein referred to as "Mortgagors," and

herein referred to as "Trustee," witnesseth That Whereas Mortgagors are fully indebted to the legal holder of a principal promissory note, termed "Installment Note" of even date herewith, executed by Mortgagors, made payable to John G. Marshall, Gen Construction Co.

and delivered, in and by which note Mortgagors promise to pay the principal sum of Five thousand nine hundred thirty and 40/100 Dollars, and interest from

on the balance of principal remaining from time to time unpaid at the rate of per cent per annum, such principal sum and interest to be payable in installments as follows: Ninety eight and 84/100 Dollars

on the 5th day of August 1978, and Ninety eight and 84/100 Dollars

on the 5th day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest, if not so paid, shall be due on the 5th day of July 1983; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each

such payment constituting principal to the extent not paid when due, to bear interest after the date of payment thereof, at the rate of per cent per annum, and all such payments being made payable at Bank of Lincolnwood

or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder of the note, without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become due and payable, at the place of payment, and that such default shall occur in the payment, when due, of any installment of principal or interest in arrears, and the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed, in which event notice may be made at any time after the expiration of said three days, without notice, and that all parties thereto severally and jointly, for payment, cause of disbursement, principal and interest of notes.

NOW THEREFORE, in witness of the sum of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above instrument, and of the terms of this Trust Deed, and the performance of the covenants and agreements herein contained, by Mortgagors to be performed, and of the acknowledgment of sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, and all of their estate, right, title and interest therein, ishereby granted being on the

City of Chicago

COUNTY OF Cook

AND STATE OF ILLINOIS, to wit:

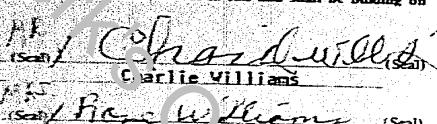
Lot 181 in E.A. Cummings and Company's 63rd Street Subdivision of the West 1/2 of the Southeast 1/2 of Section 13, Township 33 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

THIS INSTRUMENT WAS PREPARED BY
B. MARSHALL
4433 WEST Touhy Ave.
LINCOLNWOOD, ILL 60656

which with the property hereinafter described, is referred to hereinafter as "the property".
TOGETHER with all improvements, appurtenances, fixtures, and all personalty thereto belonging, and all rents, issues and profits therefor for so long and during all such time as Mortgagors may lawfully own the same, rents, issues and profits are pledged primarily and on a parity with held real estate and net unoccupied land and all fixtures, appurtenances and personalty of a domestic, non or otherwise thermal or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning, including but not limited to, central or generally controlled, and ventilation, including (without limitation) the foregoing, various windows shades, curtains, screens, doors and windows, heating, cooling, central, individual, heat, stoves and water heaters. All of the foregoing are described and agreed to be a part of the property which may lawfully be attached thereto or not, and it is agreed that all bookings and addendums and all similar or other separate instrument or article hereto attached or in the premises by Mortgagors or their successors or assigns, shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, on or his or her behalf, for ever, for the purposes, and upon the uses and trusts herein set forth, free from all taxes and benefits under and by virtue of all Constitutional Exemption Laws of the State of Illinois, which are incorporated by reference and hereby are made a part hereto the same as though the same were set out in full and shall be binding on Mortgagors, their heirs, executors, administrators.

Witness the hands and seals of Mortgagors the day and year first above written


Charlie Williams
Rose Williams (Seal)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charlie Williams and Rose Williams, his wife, personally known to me to be the same persons whose names are affixed to the foregoing instrument, appeared before me this day in person, and acknowledged that I, John G. Marshall, signed, sealed and delivered the said instrument as their true and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

State of Illinois, County of Cook



Given under my hand and official seal on
Commission expires AUGUST 2, 1978

5th

day of August

1978

Notary Public

ADDRESS OF PROPERTY:
6059 Winchester
Chicago Illinois

THE ABOVE ADDRESS IS FOR STATISTICAL
PURPOSES ONLY AND IS NOT A PART OF THIS
TRUST DEED
SEND SUBSEQUENT TAX BILLS TO:



NAME: Bank of Lincolnwood
MAIL TO: ADDRESS: 4433 W. Touhy Avenue
CITY AND STATE: Lincolnwood Ill. ZIP CODE 60656

OR RECODER'S OFFICE BOX NO:

DOCUMENT NUMBER

24481553

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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

3. Mortgagor shall: (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any building or structure entirely paid off by him, which may become damaged or be destroyed; (3) keep said premises free from any encumbrance or charge, except as provided in the note; (4) pay when due all taxes, assessments, and other charges to the lessor hereof, and upon request exhibit satisfactory evidence of the discharge of such taxes before the lessor or his lessees of the note; (5) comply with all reasonable time any building or buildings now or at any time in possession of lessor are used and occupied; (6) comply with all requirements of all municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law, municipal ordinance or as previously consented to by writing by the lessor or lessees of the note.

2. Mongaport shall pay before any payment of interest 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 the original or duplicate copy thereof. To prevent default hereunder Mongaport shall pay in full under protest, in the manner provided by statute, any tax or assessment when Mongaport fails to comply.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and explosion under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay a full replacement value thereof, as compensation satisfactory to the holders of the note, under insurance policies payable in case of loss or damage, to them 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 above to expire shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed sufficient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances if any, and may require discharge of same, and may, but need not, take title to or other prior tenancy or title or claim thereof, or redeem from any tax sale or forfeiture, including sale by process of attachment, any such encumbrance. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorney's fees, and any other money advanced by Trustee or the holders of the note to protect the mortgaged property and the holders of the note, its reasonable compensation to Trustee for each matter concerning which action hereinafter authorized may be taken, shall be so much additional indebtedness created hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven percent per annum, in addition to interest of Trustee or holders 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 Mortgagors.

The History of the formation of the new Society, whether making any provision, hence authorized, relating to taxes or assessments, may do according to law, will, nevertheless, be produced from the appropriate public office, without inquiry into the accuracy of such bill, statement or estimate or into the validity of the same.

Investors shall pay each sum of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the request of the holder of the principal note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall not be less than anything on the principal note or in this Trust Deed to the investors, become due and payable when default shall occur in payment of principal or interest, or in any sum which accrued and remained for three days in the performance of any other agreement of the Mortgagor herein contained.

4. The proceeds of any foreclosed sale of the property 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 laws of the state or territory in which the property is situated are entitled to be paid out of the proceeds thereof, as herein provided; third, all principal and interest remaining unpaid, fourth, any overplus to Mortgagors, their heirs, legal representatives and assigns on their rights in the property.

19. No action for the enforcement of the terms of this Trust Deed or of any provision hereof shall be subject to any defense which would not be good and available to the party bringing the action in its action at law upon the contract so secured.

11. Friends or the relatives of the entrants shall have the right to inspect the premises and to make other inquiries and access thereto shall be permitted for this purpose.

12. Trustee shall not alone be entitled to take, receive, exercise or consider of the property, nor shall Trustee be obligated to record the same. Death, incapacity or disability of Trustee, or his/her attorney-in-fact, or his/her attorney-in-fact, nor shall he be liable for any acts or omissions of such person, except in case of his own gross negligence or malice, or that of the agent or employee of Trustee, and he may require indemnities from such before assuming any responsibility given.

14. That the said Receiver of Taxes shall have power to act of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed, in case of the death, incapacity, absence, or failure to act of Trustee, **James L. Hamilton**, and shall be first Successor in Interest in the office of the Recorder of Deeds, and his Successor in Interest hereunder shall have the identical title, powers and

15. The Board of Directors and all Committees appointed and created by the Board shall be entitled to receive reasonable compensation for all acts performed hereunder, and the Board may fix the amount of such compensation and the time or times when payment shall be made therefor. Section 16 of this Charter is hereby repealed.

IMPORTANT
OR THE PRESENTMENT OF BOTH THE BORROWER AND
LENDER, THE NOTE AND DEED BY THIS TRUSTEE
SHOULD BE JURIDICALLY PLEASANT BY THE TRUSTEE
MUST DEED IS FILED FOR REC'D BY
10-10-1981

The instrument now recorded in the office Trust Deed has been

END OF RECORDED DOCUMENT