UNOFFICIAL COPY

TRUST DEED

52985.4

Form 814 2M 2-57 (Rev. 12)

24 515 469

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made June 23, 1978, between Chicago Title and Trust Company, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated June 22, 1978 and known as trust number 1072532, herein referred to as "First Party," and

Chicago Title and Trust Company

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of

FIFTY TWO THOUSAND AND 00/100----------Dollars,

made payable to HEARER

and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum in instalments as follows: Four Hundred Fifty Four and 40/100 or more----------Dollars

on the -1st- day of August 1978, and Four Hundred Fifty Four and 40/100--Dollars

on the -1st- day of each and every month----------thereafter, to and including the

-1st- day of July 1982 with a final payment of the balance due on the -1st-

day of July- 1982 with interest on the principal balance from time to time unpaid at the rate of per cent per annum payable ; each of said instalments of principal bearing interest after maturity at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Forest Park 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 Forest Park National Bank in said Village

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 21 in Block 3 in the Resubdivison of Lots 1 in Block 3, Lots 6 and 7 in Block 4 Lots 1 and 2 in Block 5 in Block 7 and part of Block 6 in Carney's Addition to Harlem in Section 13, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

10 00

Peggy Howell

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 for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein 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, inador 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 in the premises by First Party or its 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 and set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (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 the Trustee or to holders of the notes; (4) complete within a reasonable time any building or buildings 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 no material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon request to exhibit to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) 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 moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in 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

24 515 469

DELIVERY

NAME Forest Park National Bank

STREET 7348 W. Madison St.

CITY Forest Park, IL 60130

OR

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

Peterson & Matterer, #2346-5
427 Mango Ave.
Forest Park, IL 60130

BOX 533

Property of Cook County Clerk's Office

UNOFFICIAL COPY

holders of the note, such policies to be endorsed by the standard mortgage clause to be attached to each policy, and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration. 5. That Grantor will keep said premises free from mechanic's lien or other lien or claim for lien not expressly subordinate to the lien of this trust deed, 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 holders of the note, and shall pay when due all prior encumbrances, if any, and the interest thereon, from time to time; and all taxes and assessments against said premises, and shall pay all prior encumbrances and interest thereon before any penalty attaches to the same, and upon request exhibit to holders of the note satisfactory evidence of the payment of the taxes or assessments and shall not suffer the same or any part thereof to be taxed as a lien against said premises or any part thereof, or the holders of the note or Trustee hereunder to be deemed a mortgagee in possession for purposes of any tax, special assessment or other lien imposed on the premises during the pendency of any foreclosure hereunder, and shall not suffer or permit any other lien or encumbrance to attach to the premises which may be prior to the lien hereof, or which may be deemed to be prior to the lien hereof by reason of priority of time of recording or otherwise, and shall not do or suffer to be done anything which may impair the security of this trust deed or the right or power of the holders of the note or Trustee to foreclose this trust deed. In the event of the failure of Grantor to comply with the provisions of paragraph 4 or this paragraph 5, or any part thereof, or any other provision of this trust deed, or any other trust deed or mortgage on the premises, or any part thereof, which may be prior in lien hereto, or any other default under any such prior trust deed or mortgage, or any other default which may impair the security of the premises or the lien hereof, or any other default which may be deemed by the holders of the note or Trustee to be a default of any right accruing to them on account of any of the provisions of this paragraph.

6. The Grantor or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

7. At the option of the holders of the note and without notice to Trust Party, its successors or assigns, 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) within ten days after the receipt of the failure of Trust Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

8. 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 hereof. In any suit to foreclose the lien hereof, there shall be included 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 attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be held pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the kind mentioned in this paragraph and all expenses and disbursements, shall be an additional lien upon said premises, and shall be immediately due and payable, with interest thereon at the rate of seven per cent per annum. Also 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, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

9. 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 evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Trust Party, its legal representatives or assigns, as their rights may appear.

10. Upon, or at any time after the filing of a bill to foreclose 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 to the solvency or insolvency at the time of application for such receiver, the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be occupied as a homestead. 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 times when Trust Party, its successors or assigns, or other person, may be occupying or holding the premises, provided such receiver be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The receiver shall, out of the rents, issues and profits, pay the costs of the receivership and all other moneys expended or advanced by Trustee or holders of the note under any of the terms of this trust deed, or any other trust deed or mortgage on the premises which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. 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.

8. Trustee has no duty to examine the title, location, existence or condition of the premises, 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 acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured hereby has been fully paid, and 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 representation Trustee may accept as true and rely upon without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as genuine the note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which purports to be executed by the persons herein identified to be the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine 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 on behalf of First Party.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the Cook Recorder of Deeds 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 are herein given Trustee.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Jun 30 '78 2 03 PM

Stephen R. Olson
RECORDER OF DEEDS

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THIS TRUST DEED is executed by the Chicago Title and Trust Company, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Chicago Title and Trust Company hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Chicago Title and Trust Company personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Chicago Title and Trust Company personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee aforesaid, has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE AS AFORESAID AND NOT PERSONALLY,

By _____ VICE-PRESIDENT

Attest _____ ASSISTANT SECRETARY

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that Glenn E. Skinner Jr. Vice-President of the CHICAGO TITLE AND TRUST COMPANY, and LINDA LENARD Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act, and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this JUN 29 1978 day of _____ 19__

Notary Public

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. 629884

CHICAGO TITLE & TRUST COMPANY, TRUSTEE

Dwayne Hodges
ASST. SECRETARY

Trustee

END OF RECORDED DOCUMENT

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