

RECEIVED IN BAD CONDITION

JUL 06 66 38 192H



TRUST DEED

This instrument was prepared by Wilson Frost, Attorney at Law

24 521 074

11.00

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 14, 1978, between BERNARD JONES and JEAN JONES, his wife

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

TWENTY FIVE THOUSAND SIX HUNDRED & - - - - - no/100 Dollars, evidenced by one certain Instalment 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 June 15, 1978 on the balance of principal remaining from time to time unpaid at the rate of 9 per cent per annum in instalments (including principal and interest) as follows:

TWO HUNDRED FIFTY NINE & - - - - - of/100 Dollars or more on the 1st day of August 1978, and TWO HUNDRED FIFTY NINE & - - - - - 66/100 Dollars or more 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 July 1993. 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 10 per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holder of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of INDEPENDENCE BANK OF CHICAGO 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 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 CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Parcel 1: Unit 431 as delineated on survey of the following described parcel of real estate (hereinafter referred to as 'parcel'): Lot 3 and that part of Lot 2 in River Oaks West Unit No. 1, being a Subdivision of part of the North West quarter of Section 24 and that part of Lot 1 lying North of the Little Calumet River in the Subdivision of the South West quarter of Section 24, Township 36 North, Range 14 East of the Third Principal Meridian lying above a horizontal plane drawn at an elevation of 609.13 (U.S.G.S. Datum referenced to a bench mark being the brass plug at the center line of intersection of 159th Street and Paxton Avenue - elevation - 601.02) bounded and described as follows:

Commencing in the South West corner of said Lot 2; thence North 1° degrees, 15 minutes, 08 seconds West 29 feet along the West line of said Lot 2, thence North 71 degrees, 44 minutes, 52 seconds East 34.37 feet; thence South 18 degrees, 15 minutes, 08 seconds East 29 feet to the South line of said Lot 2, thence South 71 degrees, 44 minutes, 52 seconds West 34.37 feet; to the place of beginning, all in Cook County, Illinois, which survey is attached as Exhibit 'A' to the Declaration of Condominium Ownership made by American National Bank and Trust Company of Chicago, as Trustee under Trust No. 21073, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document 21857542 as amended, together with a percentage of the common elements appurtenant to said unit as set forth in said declaration; 630095

Parcel 2: Easement for ingress and egress for the benefit of Parcel 1 over and upon Lot 4 in River Oaks Unit No. 1, Subdivision aforesaid and as set forth in the Declaration recorded November 15, 1971 as Document 21712320 and created by deed from the American National Bank and Trust Company under Trust No. 21073 to Marion F. Knox in Trustee's Deed recorded August 2, 1972 as Document 21999684, over and upon Lot 1 in River Oaks Unit No. 1, Subdivision aforesaid as created by said Subdivision all in Cook County, Illinois.

24 521 074

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS
FILED FOR RECORD

JUL 5 78 13 17 AM

Edward R. Chen
Notary Public

24 521 074

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 Mortgagors 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, 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 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, his 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, 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.

[SEAL] *Bernard Jones* [SEAL]
BERNARD JONES

[SEAL] *Jean A. Jones* [SEAL]
JEAN A. JONES

STATE OF ILLINOIS,)
I, EDWARD R. CHEN,)
SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
County of COOK THAT BERNARD JONES, and JEAN A. JONES, 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 20th day of June 1978.
Edward R. Chen
Notary Public

Form 807 Trust Deed - Individual Mortgagor - Secures One Instrument Note with Interest Included in Payment.
R. 11/75 Page 1

24 521 074

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

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches 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 duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 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 about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgagors in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, 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 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 mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which hereinafter 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-maturity rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as a waiver of the right of Trustee or holders of the note to proceed in any manner as herein provided.

5. The 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 bill, statement or estimate prepared 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.

6. Mortgagors shall pay each week or other period of indebtedness herein 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 Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary in this Trust Deed or the promissory note, 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 Mortgagors 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 the lien hereof. In any such foreclosure there shall be allowed and included as additional indebtedness in the decree for sale all expenses, including attorney's fees, appraiser's fees, notary's fees, advertising and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of a decree of foreclosure) all such abstracts of title, title searches and examinations, title insurance policies, terms certificates, and similar costs and expenses with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to preserve such title or to evidence to holders of any sale which may be had pursuant to such decree the true condition of the title or to the satisfaction of the 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 Mortgagors herein contained.

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 incurred in the foreclosure and 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 in the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon or at any time after the recording of this instrument, the Trust Deed or in which such bill is filed may appoint a receiver of said premises. Such receiver may be appointed before or after the recording of this instrument, whether or not the solvent or insolvent of Mortgagors at the time of application for such receiver and without regard to the title to the premises or 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 a deficiency, during the full statutory period of the note or the time of the pendency of such foreclosure suit, and to apply the net income in whole or in part to: (a) the satisfaction of such receiver, and be entitled to collect such rents, issues and profits and to exercise all her 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 Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) 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 or of such decree, provided that application is made prior to foreclosure of 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 intervening same in an action at law 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 in 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 acts or omissions hereunder, except in case of gross negligence or willful default or of that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall 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 Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after the recording of this instrument, 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 genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or 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, or 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 by the persons herein designated as makers thereof.

14. Trustee may return 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, death, or removal of Trustee, the then Recorder or Deeds of the county in which the premises are situated shall be Successor in Title, Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The principal of this note and any interest thereon shall be paid to the holder of the note at the rate of 12% per annum.

17. Mortgagors shall pay the principal of this note and any interest thereon at the rate of 12% per annum.

17. Mortgagors shall pay the principal of this note and any interest thereon at the rate of 12% per annum.

of taxes, assessments and insurance as provided in note. Identification No. 630096

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

CHICAGO TITLE AND TRUST COMPANY Trustee.
By: *[Signature]* Secretary Assistant Vice President

MAIL TO: Mr. Willson Frost
Attorney at Law
123 W. Madison St. - #700
Chicago, IL 60602

PLACE IN RECORDER'S OFFICE BOX NUMBER

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

END OF RECORDED DOCUMENT