

# UNOFFICIAL COPY

CHARGE TO DEED



**TRUST DEED**  
6341-124

24 528 755

10.00

CHRG 16

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made July 5, 1978 between Philip J. Crihfield & Jacqueline A. Crihfield (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 sum of

Eighteen Thousand One Hundred Forty Nine and 76/100 Dollars,  
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable as stated therein

and delivered, in and by which said Note the Mortgagors promise to pay the sum of \$18,149.76  
in instalments as provided therein.

The final instalment shall be due on the 15th day of July 19 81.

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money 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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

The property is commonly known as 2831 Colfax St., legal description:

Lot 24 in Bett's Second Addition to Lincolnwood in the south east quarter of fractional section 11, township 41 north, range 13 east of the third principal meridian, in Cook County, Illinois

COOK COUNTY ILLINOIS  
FILED FOR RECORD

*William R. Olson*  
RECORDED FOR DEEDS

JUL 11 78 1 22 PM

\*24528755

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 judged 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 or refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, inlaid beds, sinks, 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, 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.

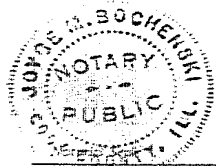
WITNESS the hand S and seal S of Mortgagors the day and year first above written.

*Philip J. Crihfield* (SEAL) \_\_\_\_\_ (SEAL)  
*Jacqueline A. Crihfield* (SEAL) \_\_\_\_\_ (SEAL)

STATE OF ILLINOIS, I, Joyce M. Bochenski,  
a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY  
County of COOK THAT Philip J. Crihfield and Jacqueline A. Crihfield

who are personally known to me to be the same person S whose name S 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 5th day of July 19 78.



*Joyce M. Bochenski* Notary Public.

24 528 755

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

1. Mortgagor 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 already satisfied 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. Mortgagor 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 Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
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 and other damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of money sufficient under to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with Article 10 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, which upon to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies not less than ten days prior to the respective dates of expiration.
4. Mortgagor shall pay each item of indebtedness herein mentioned, 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 the Trust Deed to the contrary, become due and payable immediately, less unearned charges, in the case of default in making payment of any installment of the note.
5. This Trust Deed and all items hereby secured shall become due and payable at the option of the Mortgagee (or holder of said Note) and without notice to the Mortgagor, forthwith upon the conveyance, sale, or transfer, by operation of law or otherwise, of Mortgagor's title to all or any portion of said mortgaged property and premises, or upon the vesting of such title in any manner in persons or entities other than, or with Mortgagor, and made with prior written consent of the Mortgagee for holder of said Note. Any conveyance, sale, or transfer made in accordance with this paragraph shall not release the original Mortgagor of any liability under the note or this trust deed except as may be specifically agreed to by the Mortgagee or holder of said Note in writing.
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 hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenses and charges which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, expenses, fees, costs for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to terms to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, abstracts, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary, without prejudice to 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.
7. The proceeds of any 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 surplus to Mortgagor, their heirs, representatives or assigns, at their rights may appear.
8. Upon the filing of any suit 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 sale, without notice, without regard to the solvency or insolvency of Mortgagor. The mode of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a residence 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 such receiver's tenure, to collect and receive any such rents, issues and profits, and all other powers which may be necessary or usual in such case of the receiver's 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 hereunder by the note and the Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof; (b) any such debt, provided such application is made prior to foreclosure sale; (c) the deficiency in case of a sale and deficiency.
9. 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 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 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 obligated to record this trust deed or to execute any power herein granted unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own carelessness or negligence or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before executing any power.
12. 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 paid in full and Trustee 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 without inquiry. Where a release is requested of a successor trustee, such successor trustee must identify the genuine note hereby secured by note which bears an identification number pertaining to be placed thereon by a prior trustee hereunder of which conforms to such same with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof, and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms to such same with the description herein contained of the note and which purports to be executed by the person herein designated as maker thereof.
13. Trustee may stamp 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 registration, liability or refusal to accept of Trustee, the then Recorder of Deeds of the county in which the premises are situated that he Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
14. 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 understood to mean "notes" when more than one note is used.
15. Before releasing this trust deed, Trustee or mortgagee shall receive for its services fees as determined by its rate schedule in effect when the release deed is issued. Trustee or mortgagee shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustee Act" of the State of Illinois shall be applicable to this trust deed.
16. Notwithstanding any provision of this Trust Deed, no Mortgagor is obligated to pay any indebtedness described herein unless the Mortgagor has signed the note.

THIS INSTRUMENT WAS PREPARED BY:

Kathy Hailing  
First Nat'l Bank of Chicago  
1 First National Plaza  
Chicago, Ill.

24-578-755E

**IMPORTANT**  
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.

Identification No. 6300724  
**CHICAGO TITLE AND TRUST COMPANY,**  
Trustee  
By an Joseph J. [Signature]  
Assistant Secretary/Assistant Vice President

MAIL TO First National Bank of Chicago  
1 First National Plaza  
Chicago, IL

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

PLACE IN RECORDER'S OFFICE BOX NUMBER BOX 533

END OF RECORDED DOCUMENT