



TRUST DEED

COOK COUNTY RECORDS NO. 5 FILED FOR RECORD

24 528 764

RECORDER OF DEEDS

6317 JUL 17 1978

THE ABOVE SPACE FOR RECORDER'S USE ONLY

24528764

THIS INDENTURE, made May 13, 19 78, between JIMMIE D. BOYKIN and

LILLIE BOYKIN, 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-Seven Thousand and no cents (\$27,000.00)

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 July 1, 1978 on the balance of principal remaining from time to time unpaid at the rate of 9-1/2 per cent per annum in instalments (including principal and interest) as follows:

Two Hundred Eighty-One and 95/100 (\$281.95) Dollars or more on the 1st day of August 19 78 and Two Hundred Eighty-One and 95/100 (\$281.95) 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 19 93. 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 9-1/2 per annum, and all of said principal and interest being made payable at such banking house or trust company in South Holland 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 Thoraridge State Bank, in said City, 901 E. Sibley Blvd., South Holland, Ill. 60473

NOW, THEREFORE, the Mortgagors to insure 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, being and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS:

The east 60 feet of the west 150 feet of the south 50 feet of Lot 61 in division 2 of Westfall's Subdivision of 208 acres, being the east half of the southwest quarter of the southeast fractional quarter of Section 30, Township 38 North, Range 15, East of the Third Principal Meridian in Cook County, Illinois.

10.00

The above payment of \$281.95 to be accompanied by an additional sum of one twelfth (1/12) of the yearly taxes. The taxes for 1977 are \$2,025.28 or \$168.77 per month.

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereon, including, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are held primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter thereon 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, ladder beds, awning, stove 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, 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.

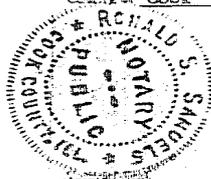
WITNESS the hand s and seal s of Mortgagors the day and year first above-written.

Jimmie D. Boykin [SEAL] Lillie Boykin [SEAL]

JIMMIE D. BOYKIN [SEAL] LILLIE BOYKIN [SEAL]

STATE OF ILLINOIS,

I, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jimmie D. Boykin and Lillie Boykin



who 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 12th day of May 1978

[Signature] Notary Public

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UNOFFICIAL COPY

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

Prepared by Betty & Betty Attorneys at Law

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 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. 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 adequate receipts therefor. If 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 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 and in compliance with the terms 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 herein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor or any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior mortgages or on any and all other debts, obligations, accounts, contracts or settle any tax lien or other prior lien or title or claim thereon or redem from any tax lien 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 executing hereof, 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 necessarily done and payable without interest and at the rate of interest then in effect at the post maturity rate set forth in the note immediately due and payable without interest and at the rate of interest then in effect at the post maturity rate set forth in the note upon this trust deed, if any, otherwise the post maturity rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right belonging to them in respect of any default hereunder on the part of Mortgagor.

5. The Trustee or the holders of the note hereby authorized making any payment hereby authorized relating to taxes or assessments, may do so without an affidavit or statement of account produced from the appropriate public office without inquiry into the accuracy of such bill, and the Trustee or the holders of the note may, but need not, make any such payment or perform any act hereinbefore required of Mortgagor.

6. Mortgagor shall pay each item 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 Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any provision 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 case of non-payment of any installment of interest on the note.

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 suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the amount of the principal and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, court costs, appraiser's fees, surveyor's fees, recording and expert evidence, stamp duty, charges, publication costs and costs (which shall include the cost of printing and recording of all such documents of title, title searches and examinations, this being a necessary part of the foreclosure proceedings) and all other charges and disbursements with respect to title as Trustee or holders of the note may deem to be reasonable, together with the cost of such suit or to evidence to holders at any sale which may be had pursuant to such decree the true value of the title or of the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note, when paid or incurred by Trustee or holders of the note in connection with any suit or proceeding, including foreclosure proceedings, to which either of them shall be a party, either as plaintiff or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit or proceeding for 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.

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 debts and expenses incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagor, their heirs, legal representatives or assigns.

9. 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 of Mortgagor at the time 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 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 deficiency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be no completion or not, as well as all other powers which may be necessary or are usual in such cases for the protection, preservation, management and operation of the premises during the whole of said period. The Court from whom such receiver is appointed 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 by any deed or instrument on this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of said decree, provided such application is made prior to foreclosure sale; (b) 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 entering 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 on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to examine 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 care, negligence or misconduct or that of the agent 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 maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may believe as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may deliver as the persons herein designated any note which has 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, 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 by the persons herein designated as makers thereof.

14. Trustee may retain by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed, in case of the resignation, inability or refusal to act of Trustee, the then 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 entire 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 "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.

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 acts 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.

IMPORTANT:
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT 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. 630372
CHICAGO TITLE AND TRUST COMPANY
 Trustee
Averne Brown
 Assistant Secretary, Assistant Vice President

MAIL TO: *Betty & Betty Attorneys at Law*
 15080 Southside
 Drexel, Ill. 60419 BOX 533
 PLACE IN RECORDER'S OFFICE BOX NUMBER

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

24 528 764

END OF RECORDED DOCUMENT