

# UNOFFICIAL COPY

CHARGE TO CRED  
TRUST DEED  
630419

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Form 2-1-52-522 (REV. 1-25-67)

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDEBTURE, made — JULY 12th — 1978 — between

KURT MATHIASSEN AND SOLVEIG MATHIASSEN, HIS WIFE —

beneath 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 holder or 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

PIVE THOUSAND (\$5000.00) 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 12, 1978 — on the balance of principal remaining from time to time unpaid at the rate of

10½ per cent per annum in installments as follows:

PIVE THOUSAND (\$5000.00)

Dollars on the — 12th — day of — OCTOBER — 1978 — and

Dollars on the — day of each — thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner — shall be due on the — day of — 19 —  
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 seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in CHICAGO, 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

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 conditions of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and the 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 the rights, title and interest therein, situate, lying and

being in the — CITY OF CHICAGO — COUNTY OF COOK — AND STATE OF ILLINOIS,

— THE EAST 6½ FEET OF LOT 12 AND ALL OF LOT 13  
IN THE SUBDIVISION OF LOT 8 AND THE WEST 68 FEET  
OF LOT 7 IN BLOCK 1 IN ANDERSONVILLE A SUBDIVISION  
IN THE SOUTH EAST ¼ OF SECTION 7, TOWNSHIP 10 NORTH,  
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK  
COUNTY, ILLINOIS.

10.00

which with the property hereinafter described is referred to herein as the "Premises."  
TOGETHER with all improvements, fixtures, appurtenances thereto belonging, and all rents, issues and profits thereof for so long during all such time as Mortgagors may be entitled personally to the said real estate, and not security, and all appurtenances thereto or any part of same, forever. There are no other fixtures, or any air conditioning, heat, light, power, refrigeration, water, gas, telephone, or cable television, and water heating, service connections, or any other fixtures, or any doors, windows, floor coverings, interior walls, ceilings, stairs and water heaters. All of the foregoing are declared to be a part of said real estate which property or any fixtures or equipment 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 burdens unto and by virtue of the Homestead Exemption Laws of the State of Illinois which said rights and burdens

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.

X Kurt Mathiasen [SEAL] Solveig Mathiasen [SEAL]  
KURT MATHIASSEN SOLVEIG MATHIASSEN [SEAL]

STATE OF ILLINOIS.

— DOLORES BIANCHI —

I, — Dolores Bianchi, do hereby certify that  
I am a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
KURT MATHIASSEN AND SOLVEIG MATHIASSEN, HIS WIFE,

— AM personally known to me to be the same person, as whose name is subscribed to the foregoing instrument, appeared before me the day in person and acknowledged that — THEY — signed the same of their own free will and instrument in — FULL — free and voluntary act, for the uses and purposes set forth in the foregoing instrument, and waives of the right of retraction.

GIVEN under my hand and Notarial Seal the — 12th — day of — JULY — 1978 —

Dolores L. Bianchi  
NOTARY PUBLIC  
COOK COUNTY

# UNOFFICIAL COPY

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

1. Mortgagors shall: (1) properly maintain, repair or replace any buildings or improvements now or hereafter on the premises which may become damaged or destroyed by fire, lightning, wind, water, or other causes, or cause for fire not expressly authorized in the law herein; (2) pay when due any indebtedness which may be incurred by a lessee or charge on the premises superior to the law herein; (3) pay all taxes and other expenses of the collection of any prior lien or encumbrance upon the property; (4) comply with all laws, rules, regulations, orders and ordinances now or hereafter in effect in any city, town or village where the property is located, in conformity with all requirements of law or unexecuted ordinances with respect to the premises and the use thereof; (5) make no material alterations in said premises except as required by law or regulation.

2. Mortgagors shall pay before any penalty accrued all general 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 showing all payments made hereunder. Mortgagors shall pay in full under protest, if in the manner provided by statute, any tax or assessment which Mortgagors may be liable to pay.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or other causes under policies providing for payment by the insurance company of amounts sufficient either to pay the cost of replacing or repairing such buildings and improvements or to pay the amount necessary to cover the 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 to deliver all policies to Trustee and to hold them in trust for the benefit of the holders of the note, and in case of insurance about to expire, shall deliver to Trustee a copy of the same and a copy of the renewal or cancellation of coverage.

In case of actual damage, 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 expedient and may, but need not, make full or partial payment of principal or interest or prior taxes or assessments, or any other amount necessary to meet the cost of repair or replacement of any building or improvement, or to pay the amount of any loss or damage and payment of certain tax or assessment. All amounts paid for any of the purposes herein authorized and all expenses paid or incurred by a mortgagor in connection therewith, including attorney fees, and any other amount advanced by Trustee or the holders of the note to protect the interest of the holders of the note, shall be a debt due and payable to Trustee or the holders of the note, and shall bear interest at the rate of six percent per annum from the date of payment or advance until paid in full, and shall become immediately due and payable without notice and with interest thereon at the rate of six percent per annum from the date of payment or advance, unless otherwise provided in the note and shall never be considered as a waiver of any right accruing to them by reason of such default, provided that the date of the note shall never be considered as the date of Mortgagors.

4. The trustee or the holders of the note hereby retained making any payment hereby authorized relating to taxes or assessments, may do so according to his judgment and estimate of amounts payable from the appraised value of the property or title or claim thereof.

5. Mortgagors shall pay each sum 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 contained herein, be paid in full by the holders of the note at the time of sale or foreclosure, or at any time thereafter, in the discretion of the holders of the note, (a) by cash 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 set forth.

6. Any amount of indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the last note at any time and to foreclose the tenement thereon shall be allowed and included as additional indebtedness 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, expenses of collection, costs of advertising, expenses of publication, expenses of recording, expenses of filing, expenses of removal of fixtures, expenses to be expended after entry of a decree in favor of protecting all such interests of title, searches and examinations, guarantee policies, Trustee's certificate and similar documents, and in respect to title of Trustee or holders of the note may deem to be reasonably necessary either to prosecute or defend any action or proceeding, or in respect to the protection of the title of the holder of the note or to collect any amount due thereon. All expenditures and expenses of the nature of this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable when either the date of note, principal and interest when paid or advanced by Trustee or holders of the note in connection therewith, or when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein set forth.

7. 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 foreclosing of the note, including all sums which are needed in the exercise of paragraph herein; second, on account of all amounts advanced by the holders of the note for the protection of the property, including all amounts advanced by the holders of the note for the protection of the property which may be expended; third, all principal and interest remaining unpaid on the note, fourth, any expenses in Mortgagors' their heirs, legal representatives or assigns, as their rights may appear.

8. Suit may be made either before or after note, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application to sue, to recover a deficiency in the event of the payment of the note and the note shall be then entitled as a judgment creditor to be paid 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 a deficiency or not, in the amount of the note and interest, plus all costs and expenses of the sale and the expenses of collection, including attorney fees, and all other expenses of the foreclosure during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands to the payment of the note and interest, or to the payment of the note and interest and to the payment of the deficiency in case of a sale and deficiency.

9. The receiver may apply the net income of the note or of any portion thereof to any defense which would not be good and available to the party entitled to sue, and in an action to sue upon the note, the note shall be subject to any defense which would not be good and available to the party entitled to sue.

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 this purpose.

11. Trustee or the holders of the note shall be entitled to examine any title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to execute any power herein given unless expressly authorized by the note or tenement hereunder, nor shall Trustee be liable for any acts or omissions hereunder, except in case of its own gross negligence or malfeasance or that of its agents or employees of Trustee, and it may require indemnities satisfactory to it before recording this trust deed.

12. Trustee shall release this trust deed and the tenement by power and will 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 herefrom to and at the request of any person who shall, notwithstanding any provision of this trust deed, be entitled to receive the same, and Trustee may record this trust deed in the office of the Recorder of Deeds in the county in which the premises are located, or in any other office of the Recorder of Deeds in the state of Illinois, or in any other office where the same may be recorded, and where a release or recitation of a successor trustee such successor trustee may accept as the successor note herein described any note which bears a certificate of acknowledgment, and it may be executed by a prior trustee hereunder or which contains a certificate of acknowledgment, and where the witness is requested of the original trustee and it has so done, and a certificate on any instrument identifying same as the original described herein, a copy of which is given to the prior note herein described may be given, and it may be presented and which conforms, in substance with the original described herein, and where the same may be recorded by the original trustee, and where the same may be recorded by the successor trustee.

13. Trustee may record by instrument in writing in the office of the Recorder or Clerk of Titles in which this instrument shall have been recorded or filed, in case of the nonrecording, inability or refusal to act of Trustee, the Clerk of the Office of Deeds of the county in which the premises are located, and any trustee or successor shall be entitled to reasonable compensation for all acts performed.

14. This Trust Deed and all papers hereto attached shall remain to and be binding upon Mortgagors and all persons claiming under or through Mortgagors and the word "Mortgagors" shall mean herein shall mean all such persons, and all persons, jointly or severally, for the payment of the indebtedness or any part thereof, whenever or for whomsoever and howsoever the date of the trust deed.

*Silvia A. Clark*  
#743-31354

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

JUL 12 1978 1 13 P

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 above Trust Deed has been identified  
herein under Identification No. **630419**

CHICAGO TITLE AND TRUST COMPANY, as Trustee,

by *John J. O'Neil*

Administrator  
Administrative President  
Assistant Trust Officer

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

RECORDERS OFFICE BOX NUMBER **647**