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Property of Cook County Recorder of Deeds
TRUST DEED 24 573 562
SOLICITORS 9 12 PM '78

Elding K. Linton
RECORDER OF DEEDS
#24573562

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INVENTURE made July 11, 1978, between PATRICK DILLON and

SHEILA DILLON, his wife,
hereinafter referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, hereinafter referred to as "TRUSTEE," witnesseth:

THAT, WHEREAS the foregoing persons are jointly indebted to the legal holder of the Installment Note hereinafter described, said legal holder or holder being herein referred to as "Holder of the Note," in the principal sum of

* * * ONE HUNDRED THIRTY SIX THOUSAND and no/100ths * * * * * Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and deforeward, is and by which all Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 9 1/2 percent per annum for interest (including principal and interest) as follows:

* * * ONE THOUSAND ONE HUNDRED SEVENTY-NINE & /50/100ths Dollars or more on the first day of September, 1978, and ONE THOUSAND ONE HUNDRED SEVENTY-NINE & /50/100ths Dollars or more on the first 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 first day of August, 2003. All such payments on account of the indebtedness evidenced by said note to accrue and applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of such Installment 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 Des Plaines, Illinois, as the holders of the note may, from time to time, so direct, appear, and in absence of such appointment, then at office of GRACE ORTIGER in said City.

NOW, THEREFORE, the Mortgagors promise to make the payment of the said principal and 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 also is 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, executors and assigns, the title to the following premises and all of them, situate in the TOWN OF MAYWOOD, COUNTY OF COOK, and STATE OF ILLINOIS, to wit:

Lot 55 in Callero and Catino's Resubdivision of part of Seventh Addition to Glenview Heights, being a subdivision in the West 1/4 of the Northwest 1/4 of Section 24, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

On January 1, 1979 the undersigned will make an additional prepayment in the amount of \$1,000.00. No interest shall be charged to the undersigned in connection with the said sum of \$1,000.00, which they are to pay on January 1, 1979 so long as said sum of \$1,000.00 is in fact paid on said date. The Mortgagor hereunder reserves the right to prepay this obligation either in whole or in part after January 1, 1979 without payment of any premium or penalty whatsoever. This is a purchase part money mortgage.

TOGETHER WITH all improvements, increases, decreases, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such time as Mortgagors may be entitled thereto which are pledged personally and as a parity to 1/4 of all real estate and personal property and all expenses, expenditure or actual loss or inconvenience of the undersigned to supply their get, drift, removal, removal of personal property, removal of fixtures, removal of trees, shrubs, vines, flowers, bushes, trees, shrubs, vines and water heaters. All of the foregoing are declared to be a part of and real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles heretofore placed in the possession by the Mortgagors or their executors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the und. Tenants, as executors and assigns, forever, for the purposes, and upon the uses and conditions set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits are hereby given up and renounced by the Mortgagors to the benefit exclusively of themselves and wives.

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 hereto and shall be binding on the mortgagors, their heirs, executors and assigns.

WITNESS for the Und. Tenants, as executors and assigns, of Mortgagors the day and year first above written:
Patrick Dillon *Seal 1* *Sheila Dillon* *Seal 2* *Seal 3* *Seal 4* *Seal 5*

STATE OF ILLINOIS, *Seal*, the undersigned,
County of COOK, *Seal*, a Notary Public in and for and residing in and County, in the State aforesaid, DO HEREBY CERTIFY
THAT *PATRICK DILLON* and *SEHLA DILLON*, his wife,



who doth personally know to me to be the same persons as whom 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.

Cross under my hand and Notarial Seal this *11th* day of *July*, 1978.

Grace Zepke *Seal* Notary Public

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Proprietary

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

1. Mortgagor shall not constructively repair, restore or reroof any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; the keep said premises in good condition and repair, without waste, and free from encumbrances or other liens or charges for fees not expressly subordinated to the note herein; to pay when due any indebtedness which may be secured by a lien or charge or otherwise superior to the note herein, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to the holder of note, and to pay when due any building or buildings now or at any time in process of erection upon said land, all costs of construction and expenses except as required by law or municipal ordinance.
2. Mortgagor 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 copies of all bills, statements and accounts.
3. Mortgagor shall keep all buildings and improvements now or hereafter erected on said premises insured against loss or damage by fire, lightning or wind, and hold valid coverage, when the holder is required by law to have its loans to insured under policies providing for payment by the insurance company when of amounts sufficient either to pay the cost of replacement or replacing the same or to pay in full the indebtedness secured thereby. It is to the trustee satisfactory to the holder of the note, under insurance policies payable, in case of loss or damage to Trustee for the benefit of the holder of the note, such rights to be retained by the trustee mortgagee clause to be attached to each policy, and shall remain in force so long as the holder of the note, and in case of termination above to expire, shall deliver unused policies not less than 30 days prior to the respective date of expiration.
4. In case of default in the note, 2 months or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor to pay for a and promptly demand payment, and may, but need not, under full or partial payment of principal or interest or part thereof, or of any, and present, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or otherwise for any amount of money due and payable, or contract any tax or assessment. All amounts paid for any of the purposes herein mentioned and all amounts used in the payment of any taxes, assessments, or other charges, shall be paid by Mortgagor to the holder of the note to pay off of unexpired portions and the last herein, plus reasonable compensation to Trustee for each matter concerning which action hereinabove may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and at such time as the holder of the note may determine, to the post maturity date set forth in the note, or at any time thereafter, in case of acceleration of the note, and the holder of the note shall never be compelled to wait for a written notice of acceleration.
5. The holder of the note, or the holder of the note, may, at any time, require any payment or amount due on the part of Mortgagor, to be paid to him in cash, or to be deposited in a bank account, or to be remitted to the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, or other charge, or into title or claim thereto.
6. Mortgagor shall pay each sum of indebtedness as hereinafter mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and other amounts to Mortgagor of unpaid indebtedness secured by this Trust Deed shall be paid to the holder of the note at the rate or at the rate of interest or at the rate of interest and payable (a) immediately in the case of default in making any payment of any kind due and payable on or after the date of the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor by or to a trustee.
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 herein. In any suit to foreclose a like lien, there shall be allowed and attached as additional indebtedness in the decree for costs, expenses and expenses which may be paid by Trustee or on behalf of Trustee or holders of the note for attorney's fees, court costs, and other expenses of suit and trial, and costs (whether or not taxable) of any appeal, and all expenses of execution, including attorney's fees, costs, expenses and other expenses of collection, sale, insurance policies, license fees, and similar fees and expenses, with respect to title to Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to enforce by Act at any sale which may be had pursuant to such decree the true conditions of the title to or the value of the premises. All expenditures of 1/4 of 1% of the amount of the sum in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable to such holder thereafter at a rate equivalent to the post maturity date set forth in the note, or at any time thereafter, in case of acceleration of the note, and the holder of the note, or Trustee or holders of the note in connection with bid and purchases, including payment and delivery of the same to the holder of the note, or to another, or to a third party, either as plaintiff, defendant, or witness of this trust deed or as such indebtedness hereby incurred; or (c) preparations for the commencement of any suit for the foreclosure hereof after removal of such right to file unless 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 commenced.
8. The payment of any liquidated sum 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 proceedings, including all such as are unprovided in the preceding paragraph hereof; second, all other sums which under the terms herein constitute secured indebtedness and so on, in that evidenced by the note, with interest accrued as herein provided; third, all principal and interest unexpired on the note, fourth, as a premium to Mortgagor, their heirs, legatees, executors or administrators, as their rights may appear.
9. Upon or at any time after the filing of a bill of foreclosure date hereof, the person in whom such bill is filed may appoint a receiver of the property, and the appointment of such receiver shall be made before or after suit, without notice, entry of judgment, or the like, or on information or belief of Mortgagor at the time of application for such receiver and without regard to the name of the person or whether the name shall be designated as a business or not and the trustee hereunder may be appointed as such receiver. Said receiver shall have power to collect the rents, issues and profits of and possess the property of such foreclosed unit and, at a rate of 1% of a deficiency, during the full statutory period of redemption, whether they be redemptionable or not, as well as during any further time when Mortgagor, except for the removal of such sum for the prosecution of the same, shall be unable to collect such rents, issues and profits, and no other power, which is not necessary or is used as such cause for the prosecution of the same, shall be given to such receiver, and the receiver shall be liable to the holder of the note for such cause to the same may authorise the receiver to apply the net income in his hands as payment in full or in part of: (a) The indebtedness secured hereby, or by any other fiduciary holding this trust deed, or any tax, special assessment or other charge which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale for the deficiency; (b) a 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 asserting same or to action at law upon the note hereof.
11. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and places hereof shall be permitted for that purpose.
12. Trustee has no duty to examine the title, location, character or condition of the premises, or to inquire into the validity of the signature or the identity, capacity, or authority of the signatory on the note or trust deed, nor shall Trustee be obligated to know the true and exact nature of the property described in the note hereof, nor the fact as to any acts or omissions of Mortgagor, except as to acts or omissions gross negligence or misconduct or that of the agents or employees of Trustee, and it may require such entries, affidavits or other documents as it before entering any power herein given.
13. Trustee shall release this trust deed and the last herein 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 persons who shall, either before or after maturity thereof, pay or contribute to Trustee the note, regarding the indebtedness hereby secured, or any portion thereof, which may be held by Trustee in escrow or otherwise. When so released or terminated of a sum or portion of the indebtedness, the holder of the note herein described may sue such holder as classification member purporting to be placed by a prior trustee hereunder or which contributes in solvency with the classification herein contained of the note and which purports to be executed by the previous holder designated as the holder thereof; and when the release is requested of the original trustee and it has never placed an identification number on the note described herein, it may sue upon the previous note holder described any note which may be presented and which contributes in solvency with the classification herein contained of the note and which purports to be executed by the previous holder designated as the holder thereof.
14. Trustee may sue by complaint in writing filed at the office of the Register or Registrar of Titles in which this instrument shall have been recorded or filed, in case of the registration, delivery or return to an officer of Trustee, the then Register of Deeds of the county in which the premises are situated shall be Subscriptor to Trustee, any Subscriptor to Trustee shall have the identical title, powers and authority as are herein given Trustee.
15. This Trust Deed and all provisions hereof, shall remain in full force and effect against 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 hereby secured, whether or not such persons shall have executed the note or the Trust Deed. The word "note" when used in this instrument shall be construed as mean "notes" when more than one note is used.
16. Before releasing the trust deed, Trustee or successor shall provide for its services a fee as determined by its rate schedule in effect when the trust deed is released. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Real Estate Brokers Act of the State of Illinois" shall be applicable to this trust deed.

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

MAIL TO:

PLACE IN RECORDER'S OFFICE BOX NUMBER

Recording No. 633417

CHICAGO TITLE AND TRUST COMPANY,

By *John J. Devine, Jr.* *Trustee*
Associate Secretary, Assistant General Counsel

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

8541 North Milwaukee Avenue

Miles, Illinois

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At the option of the holder of this Installment Note & Trust Deed, the undersigned agrees to pay to the holder of this Note on each monthly payment date, an additional amount equal to 1/12th of the annual taxes and assessments levied against the mortgaged premises and 1/12th of the annual premiums for insurance carried in connection with the said premises, all as estimated by the holder. As taxes and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the holder is authorized to use such monies for the purpose of paying such taxes or assessments or renewing insurance policies or paying premiums thereon, and in the event such monies are insufficient for such purpose, the undersigned agrees to pay the holder the difference forthwith.

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The Mortgagor further covenants not to suffer or permit without the written permission or consent of the holder being first had and obtained, a sale, conveyance, installment sale, assignment (including assignment of beneficial interest), transfer of any right, title and interest in and to said property or any portion thereof, to any person, firm, corporation or trust; and, in the event of breach of this covenant, the holder may, without notice, at the option of the holder, declare the entire principal, interest and advances immediately due and payable. The acceptance of payments by the holder shall not be a waiver of its right to demand immediate payment.