

UNOFFICIAL COPY

TRUST DEED FOR INSTALMENT NOTE

24 709 971

REL. No. 3

NOV 09 66 68 634R

This Indenture, Made November 3, 19 78 between

Richard P. Cassidy and Geraldine F. Cassidy, his wife party of the first part, and the CHICAGO TITLE AND TRUST COMPANY, a corporation created and existing under the laws of the State of Illinois and doing business in the City of Chicago, County of Cook and State of Illinois, party of the second part, AS TRUSTEE, as hereinafter specified, witnesseth:

THAT, WHEREAS the said party of the first part, are justly indebted to the legal holder or holders of the Promissory Instalment Note hereinafter described in the PRINCIPAL SUM of Forty Three Thousand Four Hundred and NO/100***** DOLLARS, secured to be paid by one certain Promissory Instalment Note of the said party of the first part bearing even date herewith, made payable to BEARER and delivered, in and by which said Instalment Note the said party of the first part, promise S to pay the sum of Forty Three Thousand Four Hundred and NO/100 with interest from the date hereof at the rate of 10% per cent per annum, said principal and interest payable in monthly instalments as follows: Four Hundred Eighteen and 83/100 Dollars (\$418.83) on the 5th day of January 1979, Four Hundred Eighteen and 83/100 Dollars (418.83) on the 5th day of each and every month thereafter until this note is fully paid except that the final payment of the principal sum and all interest due thereon, if not sooner paid, shall be due on the 5th day of December 1998, said instalments and payments to be applied first to interest on the unpaid balance and the remainder to principal, (the borrowers, however, shall have the right to prepay the loan in whole or in part at any time), said instalments and payments payable

at such banking house or trust company in the said City of Chicago, as the legal holder or holders of said instalment note may, from time to time, in writing appoint, and in default of such appointment, then at the office of

UPTOWN NATIONAL BANK OF CHICAGO, 4753 BROADWAY, CHICAGO, ILLINOIS

and in and by which said instalment note it is provided that each of said instalments shall bear interest, after such instalment becomes due and payable, at the highest rate for which it is in such case lawful to contract, and that in case of default in making payment of any instalment of principal or of interest when due in accordance with the terms of said note, or in case of a breach of any of the covenants or agreements herein stipulated to be performed on the part of said party of the first part, then the whole of said principal sum remaining unpaid, together with accrued interest thereon, shall at once, at the election of the legal holder or holders of said note, become immediately due and payable at the place of payment aforesaid, without notice to the maker or makers thereof or to the heirs, executors, administrators or assigns of said maker or makers. In and by which said instalment note it is further provided that the liability of the maker or makers thereof, or the heirs, executors, administrators or assigns of said maker or makers, shall, under all circumstances whatsoever, continue in its original force until the principal and interest are paid in full, and the owner or holder thereof shall have the right, without notice, to deal in any way at any time with, and to grant to, any party any extensions of time for payment of any of said indebtedness, or any other indulgence or forbearances whatsoever, without in any way affecting the personal liability of the maker or makers thereof, or of the heirs, executors, administrators or assigns of said maker or makers.

THE IDENTITY of said instalment note is evidenced by the certificate thereon of said Trustee.

NOW, THEREFORE, the said party of the first part, for the better securing of the payment of the said principal sum of money and said interest, and the performance of the covenants and agreements herein contained, by the said party of the first part to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the said party of the second part, its successors and assigns the following described Real Estate, situate, lying and being in the City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to-wit:

LOT 34 IN BLOCK 13 IN THE NORTH WEST LAND ASSOCIATION SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 AND THE EAST 33 FEET OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTH EAST 1/4 SOUTH OF THE RIGHT OF WAY OF THE NORTHWESTERN ELEVATED RAILROAD COMPANY OF SECTION 13, TOWNSHIP 45 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

12.00

COOK COUNTY, ILLINOIS
FILED FOR RECORD

NOV 9 '78 9 00 AM

*24709971

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issue, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water or power, and all other fixtures in, or that may be placed in any building now or hereafter standing on said land, and also all the estate, right, title and interest of the said party of the first part of, in and to said premises;

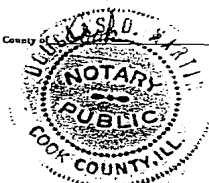
TO HAVE AND TO HOLD the above described premises, with the appurtenances and fixtures, unto the said party of the second part, its successors and assigns, forever, for the purposes, uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said party of the first part does 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 said party of the first part, and on the heirs, successors and assigns, of said party of the first part.

WITNESS the hand and seal of said party of the first part, the day and year first above written.

Geraldine F. Cassidy [SEAL] [SEAL]
Geraldine F. Cassidy
Richard P. Cassidy [SEAL] [SEAL]
Richard P. Cassidy

STATE OF ILLINOIS,



I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT *Richard P. Cassidy and Geraldine F. Cassidy, his wife*

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, including the release and waiver of the right of homestead. GIVEN under my hand and Notarial Seal this 3rd day of November, A. D. 19 78

Douglas D. Martin
Notary Public

24 709 971

UNOFFICIAL COPY

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

SAID PARTY OF THE FIRST PART, for said party, and for the heirs, executors, administrators and assigns of said party, does covenant and agree with the said party of the second part, for the use of the holder or holders of said instalment note, until the indebtedness aforesaid shall be fully paid: to keep said premises in good repair; to pay all taxes and assessments levied or assessed upon said premises, or any part thereof, and not to suffer any part of said premises or any interest therein, to be sold or forfeited for any tax or special assessment whatsoever; nor to suffer any lien of mechanics or material men to attach to said premises; nor to do, or permit to be done, upon said premises, anything that may impair the value thereof, or the security intended to be effected by virtue of this instrument; and in case of the failure of said party of the first part thus to keep said premises in good repair, or to pay such taxes or special assessments before the commencement of the annual tax sale in said county, or to pay any such liens of mechanics or material men, or to prevent the commission of waste on said premises, then said party of the second part or the legal holder or holders of said instalment note may, at his, her or their option, make repairs to said premises, pay such taxes or special assessments, or redeem said premises from any tax sale, or purchase any tax title obtained, or that may be obtained thereon, or pay any sum or sums otherwise necessary to preserve and protect the lien of this trust deed, or pay or settle any and all suits or claims for liens of mechanics or material men, or any other claims for liens that may be made against said premises; and all moneys paid for any such purposes and any other moneys disbursed by the party of the second part, or the legal holder or holders of said instalment note, to protect the lien of this Trust Deed, with interest thereon at the highest rate for which it is then in such case lawful to contract, shall become so much additional indebtedness secured by this Trust Deed, and be included in any decree foreclosing this Trust Deed and be paid out of the rents or proceeds of sale of the lands and premises aforesaid, if not otherwise paid by said party of the first part; and it shall not be obligatory upon said party of the second part or the holder or holders of said instalment note to inquire into the necessity of such repairs or into the validity of such tax deed, taxes or special assessments, or the sales therefor, or into the validity of such mechanics liens, in advancing moneys in that behalf as above authorized; but nothing herein contained shall be construed as requiring the said party of the second part or the legal holder or holders of said instalment note to advance or expend money for any of the aforesaid purposes.

24 709 971

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid, the said party of the first part, for said party, and for the heirs, executors, administrators and assigns of said party, covenants and agrees to keep all buildings and fixtures that may be upon the said premises, at any time during the continuance of the said indebtedness, insured against loss or damage by fire, lightning, tornado or wind-storm, for the full insurable value of such buildings and fixtures, in such responsible insurance company or companies as may be approved by the party of the second part, or the holder or holders of said instalment note, and to make all sums recoverable upon such policies payable to the party of the second part, for the benefit of the holder or holders of said instalment note, by the usual mortgagee or trustee clause to be attached to such policies, and to deliver all such policies to the said party of the second part, or the holder or holders of said instalment note, and in case of failure to insure as above provided, the party of the second part, or the holder or holders of said instalment note, may procure such insurance, and all moneys paid therefor, with interest thereon at the highest rate for which it is then in such case lawful to contract, shall become so much additional indebtedness secured by this Trust Deed; but it shall not be obligatory upon said party of the second part, or the holder or holders of said instalment note, to advance or pay for such insurance in case of such failure to insure.

AND IT IS FURTHER COVENANTED AND AGREED, that if time of payment of said principal promissory instalment note and instalments thereof be extended by the holder or holders thereof at any time or times, the maker or makers thereof, and the heirs, executors, administrators and assigns of said maker or makers, waive notice of such extension and shall be held to consent to such extension and shall, notwithstanding such extension, continue liable thereon to the holder or holders thereof, and shall pay the same when due, whether due by the terms of such extension agreement or by acceleration of maturity as herein and in said principal promissory instalment note provided.

AND IT IS FURTHER COVENANTED AND AGREED, that on or before September 1 of each year the party of the first part expressly agree to deliver to the owner or holder of the said principal promissory instalment note the duly receipted paid tax bills of the preceding year, or deposit with said holder of the principal note a sum equal in amount to the taxes of the preceding year.

AND IT IS FURTHER COVENANTED AND AGREED, that in case of default in making payment of said note or of any instalment of said note, due in accordance with the terms thereof, either of principal or interest, or of a breach of any of the covenants or agreements herein contained to be performed by the party of the first part, or the heirs, executors, administrators or assigns of said party, then the whole of said principal sum hereby secured remaining unpaid, together with accrued interest thereon, shall, at once, at the option of the holder or holders of said instalment note, become immediately due and payable, without notice to said party of the first part, or to the heirs, legal representatives, or assigns of said party.

And thereupon the legal holder or holders of said instalment note, or the party of the second part, for the benefit of the legal holder or holders of said note shall have the right immediately to foreclose this Trust Deed, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said party of the first part, or any party claiming under said party, and without regard to the solvency or insolvency, at the time of such application for a receiver, of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the then value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, appoint a receiver for the benefit of the legal holder or holders of the indebtedness secured hereby, with power to collect the rents, issues and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption; and the court may from time to time authorize said receiver to apply the net amounts in his hands in payment (in whole or in part) of any or all of the items following: (1) Amount due upon the indebtedness secured hereby, (2) amount due upon any decree entered in any suit foreclosing this Trust Deed, (3) insurance of the improvements upon said premises, or (4) taxes, special assessments or any other lien or charge upon said premises that may be or become superior to the lien of this Trust Deed or of any decree foreclosing the same.

AND IN CASE OF FORECLOSURE of this Trust Deed by said Trustee or by the holder or holders of said instalment note in any court of law or equity, a reasonable sum shall be allowed for the solicitors' and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title to said premises, and for an examination or opinion of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the said party of the second part, or the holder or holders of said instalment note shall be made a party thereto by reason of this Trust Deed, their costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the party of the second part and of the holder or holders of said instalment note, so made parties, for services in such suit or proceeding, shall be a further lien and charge upon the said premises, under this Trust Deed, and all such attorneys', solicitors' and stenographers' fees, costs, expenses and other charges shall become so much additional indebtedness secured hereby, and be allowed in any decree foreclosing this Trust Deed.

And there shall be included in any decree foreclosing this Trust Deed and be paid out of the rents or proceeds of any sale, made in pursuance of any such decree: First, All the costs of such suit or suits, advertising, sale and conveyance, including attorney's, solicitors', stenographers', trustee's fees, outlays for documentary evidence and cost of said abstract and examination of title; Second, All the moneys advanced by the party of the second part, or the holder or holders of said instalment note, for any purpose authorized in this Trust Deed, with interest on such advances at the highest rate for which it is in such case lawful to contract, at the time such advances are made; Third, All the accrued interest remaining unpaid on the indebtedness hereby secured; Fourth, All of said principal money remaining unpaid; The surplus of the proceeds of sale, if any, shall then be paid to the said party of the first part, or the heirs, legal representatives or assigns of said party, on reasonable request.

A RECONVEYANCE of said premises shall be made by the party of the second part, to said party of the first part, or to the heirs or assigns of said party, on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the party of the first part, and the payment of the reasonable fees of the said party of the second part.

It is expressly agreed that neither the said Trustee, nor any of its agents or attorneys, nor the holder or holders of the note hereby secured, shall incur any personal liability on account of anything that it, he or they may do or omit to do under the provisions of this Trust Deed, except in case of its, his or their own gross negligence or misconduct.

The Trustee herein may at any time resign or discharge itself of and from the trust hereby created by a resignation in writing filed in the Recorder's office of the county in which this instrument shall have been recorded.

In case of the resignation, inability or refusal to act of the said party of the second part at any time when its action hereunder may be required by any person entitled thereto, the then Recorder of Deeds of the County in which the premises are situated shall be and hereby is appointed and made successor in trust to the said party of the second part under this Trust Deed, with identical powers and authority, and the title to said premises shall thereupon become vested in such Successor in Trust for the uses and purposes aforesaid.

24 709 971

IMPORTANT	The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. <u>24709971</u>
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.	CHICAGO TITLE & TRUST COMPANY, as Trustee,
	by <u>D. D. Martin</u> Assistant Secretary <u>W. J. [Signature]</u> Vice-President <u>[Signature]</u> Trust Officer

UPTOWN NATIONAL BANK OF CHICAGO
4753 BROADWAY, CHICAGO, ILLINOIS 60640

This instrument Drafted By

D. D. MARTIN
UPTOWN NATIONAL BANK OF CHICAGO
4753 BROADWAY
CHICAGO, ILLINOIS 60640

RECORDER'S OFFICE BOX NUMBER 1392

BFC Forms 13840

END OF RECORDED DOCUMENT