JNOFFICIAL COPY



TRUST DEED



THIS INDENT'S RE, made November

19 78 between RONALD J. BOLD AND PHYLLIS M. BOLD,

PARK NATIONAL BANK OF CHICAGO, a National Banking Association herein referred to as "no tgagors", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago,

Illinois, herein referre 1 to as TRUSTEE, witnesseth:
THAT, WHEREAS the Mort agors are justly indebed to the legal holder or holders of the principal Promissory Note hereinafter described, said legal holder or noticers being herein referred to as Holders of the Note, in the Principal Sum of

evidenced by one certain Principal Pomissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF

BEARER and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on or before Five(5)years with interest thereon from - November , 1978 — until maturity at the rate of — 10½ — per cent per annum, pay lole semi-annually on the 1st. day of each month and of until ty in each year; all of said principal and interest bear is such banking house or trust company in — Chicago — lillinois, as the holders of the note may, from time to time, in wifing, oppoint and in absence of such appointment, then at the office of PADE NATIONAL BANK OF CHICAGO — in said City,

PARK NATIONAL BANK OF CHICAGO

NOW THEREFORE, the Mortgagors to secure the parment 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 runs covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand pad, the receipted Related the herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand pad, the receipted Related and all of their estate, right, title and interest therein, situate, lying and being in the ___ City of Chicago

COUNTY OF ___ Cook ___ AND STATE OF ILLINOIS, to will

The West (W) 15 feet of Lot 5 and the East (I) 15 feet of Lot 6 in Block 20 in Pennock in Section 34, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

COOK GOUNTY, ILLINOIS FILED FOR REGORD

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deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and

Geraldine J. Szpekowski a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Ronald J. Bold and Phyllis M. Bold, his wife foregoing instrument, appeared before me this day in p Notarial Seal

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

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereatter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without was, and rere from mechanic's or other liens for learn 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 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. Mortgagors 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 Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which

Mortragors may desire to contest,

3. Mortragors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm (and flood damage, where the lender is required by law to have its toon so insured under policies providing for payment by the insurance companies satisfactory to the holders of the note, under insurance companies satisfactory to 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, such rights to be evidenced by the standard mortrage 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

4. In case default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of metagors in ... to read any and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrance. If a n, and purchase, discharge, compromise or stille my lax lien or other prior to the payment of principal or interest on prior encumbrance. If a n, and purchase, discharge, compromise or stille my lax lien or other prior to the payment of the dead love my season interest in the purpose launth and the red dead love my season interest of the purpose launth and the prior of the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so "ucn additional indebtedness exceed hereby and shall become immediately due and payable without notice and with interest thereon lanction of Trustee c ho, lets of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

according to any bill, an me. I or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valid. of the tax, assessment, sale, forfeiture, tax len or title or claim thereof.

6. Mortgagors shal 1 y chitem of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the pride in the pride in the control of the holders of the pride in the pride in the control of the holders of the pride in the pr

pay not make the interest process. The control of t

So The proceeds of any foreclosure sale of the premise that, be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, nedult, gall such items as are mentioned in the preceding paragraph hereof; second, all other items which under the term; hereof constitute secured ind bednes additional to that evidenced by the principal note, with interest thereon as herein provided; thirt, all principal and interest remaining unpaid on the principal note; fourth, any overplus to Mortgagors, their hetrs, legal representatives or

9. Upon, or at any time after the filing of a bill to forcing at the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after ale, though once, without regard to the solvency or insolvency of Mortgagors at the not and the Trustee hereunder may be appointed as such receiver. "" " every 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 ar a sole for the control of redemption, whether there be rents, bettee and profits, and all other powers which may be most as a sale ar as of for many the control of the profits, and all other powers which may be most as a sale ar as of the control of the profits, and all other powers which may be most as a sale ar as of the court from " of 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 hereby, so I am decree foreclosing this trust deed, or any tax, special assessment or deficiency in case of a sale and deficiency."

10. No action for the enforcement of the lien of of any provision hereof sha be su lect to any detense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

This is of the holders of the note shall have the right to inspect the precises at all reasonable times and access thereto shall be permitted for the allowing the state of the holders of the note shall have the right to inspect the precises at all reasonable times and access thereto shall be permitted for the allowing the state of the state

12. Trustee has no duty to examine the title, location, existence or condition on the control is issed, or to inquire into the validity of the signatures or it identity, capacity, or authority of the signatures on the note or trust deed, nor shall IT stee to obligated to record this trust deed or to exercise an power herein given unless expressly obligated by the terms hereof, nor be liable for at a consistence or missonduct or that of the agents or employees of Trustee, and it may req. "m' amilities satisfactory to it before exercising any pown herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon tres, dation of satisfactory evidence that all indebtedness.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon press dation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release "in T i and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing, ast all indebtedness hereby secured has been paid which representation Trustee may accept as true without inquiry. Where a release is requested of a increase in reuse, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be plan different to the successor trustee may accept as the material trustee the material trustee the material trustee the material trustee thereof; and where the release is requested of the original trustee and it has never placed, so it intification number on the principal note described herein, it may accept as the genuine note herein described may be presented in difficultion to make the description herein contained of the principal note and which purports to be executed by the persons herein de is nated as makers thereof.

14. Inside may resign by instrument in writing lined in the office of the Recorder of Registrar of the single in the office of the resignation, inability or refusal to act of Trustee, the there are Recorder of Deeds of U entry in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and author by as re herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and a persor; claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons label for it payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note or this Trust Deed. The word "not "be aged in this instrument shall be successed to the principal note or this Trust Deed. The word "not "be aged in this instrument shall be successed to the principal note or this Trust Deed. The word "not "be aged in this instrument shall be successed to the principal note or this Trust Deed. The word "not "be aged in this instrument shall be successed to the principal note or this Trust Deed. The word "not "be aged in this instrument shall be successed to the principal note or this Trust Deed. The word "not "be aged in this instrument shall be active to the principal note or this Trust Deed. The word "not "be aged in this instrument shall be active to the principal note or this Trust Deed. The word "not "be aged in this instrument and the principal note or this Trust Deed. The word "not "be aged in this instrument."

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its r.e. ... dule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service perfic r.ed under any provisions of

IMPORTANT!

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE PRINCIPAL NOT SCHLEAGO TITLE AND TRUST CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

IMPORTANT!

Identification No. 1275

CHICAGO TITLE AND TRUST CHICAGO TITLE AND TRUST CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

MAIL TO:

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

3947 W. Wrightwood

Chicago, Il. 60647

X PLACE IN RECORDER'S OFFICE BOX NUMBER

480

END DE RECORDED DOCUMENTO