## UNOFFICIAL COPY

FORM No. 206 September, 1975

TRUST DEED (Illinois)
For use with Note Form 1448
(Monthly payments Including interest)

... GOT 17 AM 10 52 150 555

Wall 1 4 6 0 5 4 5 James Bar & How Back

10.60

The Above Space For Recorder's Use Only	
THIS INDENTURE, made September 30, 19 77 between Michael J. Coyne AND Stephanic Coyne, herein referred to as "Mortgagors," ar	-
Vincent P. Barrett, not Individually but as Trustee	
herein referred to as "Tr stor" witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory not termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to BEES Gladstone-Norwood Trust	ż,
K Savings Bank	
and delivered, in and by which nite fortgagors promise to pay the Kaneigal sum of Eight Thousand Nine Hundred Twenty Fi 50/100	ve and 30,
алыл жан жан жандын балын жан жан жан жан жан жан жан жан жан жа	
to be payable in installments as follow: \ ne Hundred Forty Eight and 76/100	rs
on the 30thday of October 1977 , and One Hundred Forty Eight and 76/100 Dolla	rs
on the 30th ay of each and every month the reafter until said note is fully paid, except that the final payment of principal and interest, if no	ot .
sooner paid, shall be due on the 30th day of September 1982; all such payments on account of the indebtedness evidence	d
by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of eac of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of	h of
per cent per annum, and all such payments lair a side payable at Gladstone-Norwood Trust & Savings Bank	
or at such other place as the legal hold r of the note may, from time to time, in writing appoint, which note further provides the at the election of the legal holder thereof and without notice, the privipal sum remaining unpaid thereon, together with accrued interest thereon, she become at once due and payable, at the place of payment aforested, in use default shall occur in the payment, when due, of any installment of princip or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreeme contained in this Trust Deed (in which event election may be made as my time after the expiration of said three days, without notice), and that aparties thereto severally waive presentment for payment, notice of dislonor, protest and notice of protest.	ill al nt

NOW THERFORE, to secure the payment of the said principal such of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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 the Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVFY and WARRANT unto the Trust et us or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago.

AND STATE OF ILLINOIS, to wit:

, COUNTY OF Cook

AND STATE OF ILLINOIS, to wir:

Lot 341 in Koester and Zander's Saugamash subdivision it parts of Lots 1 to 4 in Ogden and Jone's subdivision of the Bronson Tract in Caldwell's Reserve it Township 40 North, Range 13, East of the Third Principal Meridian in Cook County Illinois.

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

FOOTHIR R with all improvements, tenements, casements, and apportunances thereto belonging, and all rents, issues and profits thereof for clone and during all sinch times as Mortgagoris may be entitled thereto (which rents, issues and profits or a coded primardy and on a parity with ad read estate and not secondarity), and all fixtures, appearing, equipment on articles move or acreafter for a or thereon used to apply hear, is water, firstly, power, refrigeration and an conditionine (whether sin le mints or centrally coordilate), and entitlation, including (without restricting the foregoing), screens, window shades, awings, form door, and windows, door coveriage, including the foregoing are declared and agreed to be a part of the intorteased or mass whether physically attached the effect of not, and it is anced that I buildings and additions and all similar or other appearance, engineering the readier placed in the premise.

FOR HAVE AND TO HOTO the premises unto the said trustee, its or his increases and seen as, forever for the proposes, and upon the uses any trusts become set forth, free from all rights and benefits what are the violet and two violets and two violets of two pages. The coverants, conditions and errorsions appearing on page 2 (the reverse side in this Trust Deed consists of two pages. The coverants, conditions and errorsions appearing on page 2 (the reverse side in this Trust Deed consists of two pages. The coverants, conditions and errorsions appearing on page 2 (the reverse side in this Trust Deed).

For this Trust Deed consists of two pages, the coverants, conditions and crowsions appearing on page 2 (the reverse side in this Trust Deed).

For this Trust Deed consists of two pages, the coverants and water.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Bire of Minois, County of Cook

(Seal) Michael J. Coyne Troppedic

Stephanie Coyne

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael J. Coyne ANd Stephanie Coyne, his Wife

are anomaliand acknowlpersonally known to me to be the same person\$\infty\$ whose name \$\infty\$ personally known to the to be the same person—whose mane subscribed to the foregoing instrument, appeared before me this day in person, find accepted that  $^{\pm}$  h  $^{\oplus}$  signed, scaled and delivered the said instrument act, for the uses and purposes therein set forth, including the fluctuation of the right of homestead.

Section hand and afficial seal, this Given under mi on Empires July 16, Inerila Commission expire

IMPRESS

SEAL HERE

52 N. Central Avenue 60630 Vincent P. Bari

October dayof

1160

(NAMI AND ADDRESS)

GLADSTONE-NORWOOD TRUST & SAVINGS BANK

MAIL TO:

CITY AND CONTROL OF

ADDRESS 🖆 👵 🤭 🤫

1. 1.66 ZIP CODE - FE 33

lst

ADDRESS OF PROPERTY: 5860 N. Forest Glen, Chicago, Illinois 60646

THE ABOVE ADDRESS IS FOR STATISHICAL PURPOSES ONLY AND IS NOT A PART OF THIS IRUST DEED. SEND SUBSEQUENT TAX MEES TO:

DOCUMENT NUMBER

OR

Real

4

This instrument wa

Exempt

RECORDER'S OFFICE BOX NO. Water the state of the state of

(Address)

## **UNOFFICIAL COPY**

## THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste: (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) pag when due any indebtedness which may be secured by a lien or charge on the permises 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; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof. (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer one charges, and other charges against the premises when due, and shall, upon written request, firmish to Trustee or to holders of the note original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by ite, any tax or assessment which Mortgagors may desire to contest.
- 3. Morparons shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lichting and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or to payment the sain or to pay in full the indebtedness so metal hereby all in companies satisfactory to the holders of the note, under insurance policie provide in order to keep of damage, to trustee, to the benefit of the holders of the note, such rights to be evidenced by the standard mort in the first holders of the note of policy and shall define a all policies, in hidding additional and tenewal policies, to holders of the note, and in case of maintains about to expire, shall deriver renewal policies, not fees, than ten days prior to the respective dates of expiration.
- of distance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

  1. Preserved delivithment, l'in tree of the bodder of the note may, but need not, make any payment or perform any act hereinbefore te east lot Mortivarion, even born and manner decinal expecting, and may, but need not, make any payments of principal or interest on a great can be not as a consistency of the propose herein authorized to the space of prior length of the propose herein authorized to the money part of a surror in connection therewith, inclinance reasonable attorneys bees, and any other moneys advanced by Trustee or the first of the mone of point the nonlinear east the line in the first of the mone of point the nonlinear east the line in the first of the mone of point the nonlinear east the line his herein plant east to be possible to the order of the first of the mone of point the nonlinear east the line his herein possible to the propose of the matter concerning to the mone of point the money of the nonlinear east the line his herein plant east to be possible to the mone of the propose of the propose of the line his herein and the line his linear early propose the first of the history of the money of the history of the nonlinear early proposed from a default hereunder on the part of Mortigagors.

  1. Propose of the propose of the first bereford proposed from the appropriate public office without majority into the accuracy of such bill, states of the real benefit of the proposed from the appropriate public office without majority into the accuracy of such bill, states of the proposed from the appropriate public office without majority into the accuracy of such bill, states of the proposed from the accuracy of the proposed from the appropriate public office without majority into the accuracy of such bill, states of the proposed from the accuracy of the proposed from the accuracy of the proposed from the proposed fro

- where the manner terms is a first to a constant of the constant of the mote described on page one or by acceleration of the constant of the mote of th
- 2. The more eds of any forcelosure sale of the premises shall be distributed and applied in the following order of priority: First, on account Recosts and expenses incident to the forcelosure proceedings, including all such terms as are mentioned in the preceding paragraph hereof; see, all other nears which under the terms have of constitute secured indebted essarblitional to that evidenced by the note hereby secured, with cest thereof, as herein provided; third, all principal and interest remaining unpad; fourth, any overplus to Mortgagors, their heirs, legal repreatives or assigns as their rights may appear.
- sentatives or assens as their rights may appear.

  Upon of at any time after the filing of a complaint to foreclose this Trust Dec., th. Court in which such complaint is filed may appoint a account of of said premises. Such appointment may be made either before or after sale, without rotice, without regard to the solvency or involvency. Mortgagors at the time of application for such receiver and without regard to the then all coff the premises or whether the same shall be then on appear as a homestical or not and the Trustee hereinder may be appointed as such receiver. Such acceiver shall have power to collect the rents, is not an appear of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when a Torigagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: 11, The indebtedness secured hereby, or by any decree forechosing this Trust Decd, or any tax, special assessment or other lien which may be or been as special or effects which would not
- 40. No action for the enforcement of the hen of this Trust Deed or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 41. Trusto, 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, nor shall I tak, ie be adjusted to record this I rust. Decol or to exercise any power herein given unless expressly obligated by the terms hereol, nor be hable to any acts or omissions becominder, except in case of his own gross nephyence or inscondict or that of the agents or employees of I rustee, and he may require indemnities satisfactory to him before exercising any power herein given.
- 13. Trustee shall release this Trust Deed and the hen thereof by proper instrument upon presentation of satisfactory carb as that all in debt due as seemed by this Trust Deed has been fully point and Trustee may execute and deliver a release hereof to and at the request of any person who shall entire before or after maturity the read, produce and exhibit to Trustee the principal note, representing that all as debtedness be risk or med by the representation. Trusts on an accept as the principal note in the requested of a six cess in trustee, the bases are trusts, may accept as the perinnic note here on described any note which bears a certificate of identification purposition, is excluded as a prior trustee. In reside, the resulted consideration is abstracted any note which bears a certificate of identification purposition, and the perinnic local principal note and vivil purposition between the principal note and vivil purposition between the principal note described and not all interests to the perinnic local principal note described and note may accept as the perinnic principal note described and note may not all interests and which purposition becomes in the principal note and which purposition between the principal note. It is made and which purposition between the principal note and which purposition be executed by the person does not demand on the beautiful and trustee to be executed by the person does not demand and which purposition be included as a person does not demand to the principal note.
- 13. Trustee may reagn by maximum in writing filed in the other of the Recorder of Registrar of Titles in which this instrument shall have been recorded or filed. In case of the death, resignation, mability or refusal to act of Trustee. Kenneth II. Fox., Du. Page shall be first Sexessor in trust and in the event of he or itself of the resignation, mability or refusal to act, the then Recorder of Deets of the county in which the premises are attracted shall be second successor in Trust. Any successor in Trust hereunder shall have the identical fille, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- 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 "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No. 8-0017

111611 | Mult Therete.

Vincent P. Barrett trustee

END OF RECORDED DOCUMENT