UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY:

PLERY S. HERST 105 WEST ADAMS CHICAGO, 166.

60603

TRUST DEED

24 162 831

FORM B THE ABOVE SPACE FOR RECORDERS USE ONLY October 20th THIS LVEENTURE, made JACK F. CRADT, MARRIED TO MARGARET C. GRADT herein referred to as "Mortgagors," and SYLVIA WEINRESS of 105 West Adam, Street, Chicago, Illinois 60603 , herein referred to as TRUSTEE, witnesseth: **EQUITABLE FINANCE CORPORATION** and delivered, in and by which said No e the Mortgagors promise to pay the said principal sum with interest included. at the rate of \$ 12.67% ஷு.ஜ.,120230 per annum payable as follows: \$ 218.15 20th day of Novemeer (5) 19.77; and \$ 218.15 20th day of each month the cafter until this note is fully paid. The principal of each of said instalments unless paid when due shall bear a D line ency Charge of 5 per cent or \$5.00 maximum if in default for more than 10 days, and in addition reasonable coss of collection, including reasonable attorneys fees. Said payments are to be made at the office of Equitable Finance Co operation, 105 West Adams Street, Chicago, Lleinois 60603, 80W, Therefore, the Morteages to seeme the payment of the ad-die spat sum of money and said interest in accordance with the terms, provisions and finitions of this trust deed, and the performance of the coverants and as-- ac-s berief contained, by the Morteages to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged do by these presents GONEY and WARRANT muto the Trustee, its successions and assigns, the following described Real Estate and all of their estate, 191, 17 co at further estate in sinute, bigg and being in the Lot 17 in Swainwood Terrace, being a subdivision of part of Lots 20, 21 and 22, in C. D. Rigen's Subdivision of part of Sections 26, 27 and 34, Township 42 North, Range 12, East of the Third Principal Moridian, in Cook County, Illinois HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, burseer, for the purposes, and upon the uses and trusts herein set forth, free rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby release and bayes. 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. David Levy ATE OF ILLINOIS Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jack F. Gradt Cook me this day in person to acknowledge that $h { t e}$ as his free and coluntary act, for the uses and purposes therein set forth, including a right of homestead. _20th À. Q. 19.

Page 1

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

I Muttangus shall (1) promptly repair restore or rehulid any buildings or limprovements now or becastler on the premises which may become dam aged or be destroyed. (2) keep and premises in good condution and repair, without waste, and free from mechanics or other hera or claims for lien no expressly subordinated to the lien betweet, [31] pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien betweet, and upon request exhibit validations existence of the discharge of such price into Trustee or to holders of the note; [41] compilete within treasonable time any huilding or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or many contractions of the premises and the use their of [6] make no affected affected premises except as required by law or municipal ordinances.

Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service harges, and other charges against the premises when due, and shall, upon written request, turnish to Trustee or to holders of the note duplicate receipt herefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policiers providing for payment by the insurance companies of improve authletent either to pay the cost of replating for his same or to pay in full the indebtedness secured bereby, all in companies satisfactory to the holders of the note, under insurance pating apparent to save of loss or damage, to firster for the henefit of the holders of the note, such either to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of haurance about to expire, shall deliver the policies not less than ten days prior to the respective dates of expirations.

4. Ir cas, of default therein. Tristee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgar. in my form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrance, if and purchase, discharge, compromise or settle any tax her or other prior lein or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or context any tax or assessment. All moneys paid to any of the purposes herein authorized and all experises paid or gaged premis a and the here hereof, plus reasonable compensation to Trustee for each matter cancerning which action herein authorized may be taken, shall be so note. Additional indelitedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of sever the cent per amount finaction of Trustee or considered as a waiver of any right accroims to them on account of any distribution therein and Mortgagore.

5. The Trus. or act holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, state ent or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any to, assessment, sale, inclinite, take then or title or claim thereof.

6. Mortgagors show the extension indebtedness bergin mentioned, both principal and interest, when due according to the terms berrof. At the option of the hidders of the option of the hidders of the pred shall, nowthistanding anything in the note or in it is in side before the contrary, become due and payable (at Immediately in the case of default in making payment of any intensive or in it is in a contrary, become due and payable (at Immediately in the case of default in making payment of any intensive for the most of the mos

7. When the indeligenous her to accured shall become due whether by arceleration or otherwise, holders of the note or Trustee shall have the right to forective the his hered in a functioned as additional indeligenous in the decree for safe all expenditures and expose which may be paid or incurred by or on behalf of Trustee to holders of the note for attorneys free. Trustee's fees for a function of the note for attorneys free. Trustee's fees for the respective of the safe to the note for attorneys free. Trustee's free for the respective of the safe to the note for attorneys free. Trustee's free for the respective of the safe to the safe to the note for attorneys free. Trustee's free for the respective of the safe to the safe t

8. The proceeds of any force lower eale of the p ember shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident in the forcelowing proceedings, including all such liems are mentioned in the preceding praggaphs hereof; excord, all othe liems which under the terms hereof constitute sector 1 indebtedness additional to that evidenced by the note, with interest theron as herein provided third, all principal and interest transmining unpaid on nor. Courth, any overplus to Mortaggors, their heirs, legal representatives or assigns, as their

9. Upon, or at any time after the filing of a bill to fo cclot; this trust deed the court in which such bill is filed may appoint a receiver of asid premises. Such appointment may be made either before or after at the time of application for such receiver and without regard to the time of a pilication for such receiver and without regard to the time of the premises or butter the same shall be then occupied and honested for the premises of the premises of the premise during the whole of said period. The Court root time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of . (1) The indebtedness accured here is, or by a decree foreclosing this trust deed, or any tax, special assessment or other times which may be or become suptern to the lien hereof or of such except precisions (this trust deed, or any tax, special assessment or other times the premise of the premise assessment or other times to the premise of the premise assessment or other times to the premise of the premise assessment or the premise of the premise of

10. No action for the enforcement of the lien or of any provision her of 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 secure.
11. Trustee or the holders of the note shall have the right to inspect the presum as at all reasonable times and access thereto shall be permitted for

11. Trustee or the holders of the note shall have the right to inspect the premise as 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 conduit to 7 the premises, nor shall Trustee be obligated to record this trust deed us to exercise any nower herein given unless expressly obligated by the term, he cof, nor be liable for any acts or omissions hereunder, except in

13. Tristie shall release this trust deed and the hen thereof by proper instrument up at resentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and fleliver a reasy hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing facilities hereby secured has been particularly the property of the executed by a prior trustee hereunder or which endorms in substance with the description herein contained of the note and which purposes of the executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has never executed by the persons herein designated as the note described herein, it may accept as the genuine note herein described any note, which contorms in substance with the description herein described any note, output of the persons herein described and which purpose the persons herein described and which contorms in substance with the description herein described any note, output on the persons herein described and which contorms in substance.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Brigister of siles a which this instrument shall have been recorded or find. In case of the resignation insulating retainst on a CT Trustee, the their Recorder or Beeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereund.

16. In case of the death, resignation, absence from the County, refused or other inability at Trace to act when required, then the recorder of Deeds of the County in which the property subject of this Trust beed is loc cell shall be and become, and

Although the territory

1977 OCT 25 AM II 28

001-25-71 465640 - 24162831 - A - lec

10[0



IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE ROTE SECURED BY THES TRUST DEED SHOULD BY INDEPEND BY THE TRUSTE BAMED BERBIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been Identified herewith under Identification No. 3594

SYLVES VEINRESS Theires, as Toustee.

Y instructions	OR	135
V E R		
I CITY		
E STREET		
NAME D		+ 2

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

2409 Swainwood Drive Glenview, Illinois 60025

Gradt