## UNOFFICIAL COPY



## TRUST DEED

619121

C"ARGE TO CLAT

to the state of th

24 185 220

THIS INDENTURF, pade

THE ABOVE SPACE FOR RECORDER'S USE ONLY

19 77, between ROBERT AND LAURA DULLARD

OCTOBER 18

herein referred to as "mb rig gors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein 196 per to as TRUSTEE, witnesseth:
THAT, WHEREAS the Morgan are justly indebted to the legal holders of the Instalment Note hereinafter described, said

legal holder or holders being nore a referred to as Holders of the Note, in the principal sum of

SIMETHOUSAND NINE AUNDRED AND TWELVE DOLLARS NO/100 evidenced by one certain Instalment sole of the Mortgagors of even date herewith, made payable as stated therein

and delivered, in and by which said Note he to gagors promise to pay the sum of \$6912.00 including interest in instalments as follows:

ONE HUNDRED AND FORTY FOUR DOLLARS No/100

OF NOVEMBER 19 77, and ONE HUNDRED AND FORTY FOUR DOLLARS No/190 and interest, if not sooner paid, shall be due on the PATT Buy of ODER 19 81.

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenant, and inverteements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Bollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF

COUNTY OF COOK

AND STATE OF
HILLING'S PARTICEL OF LAND BEING: THE SOUTH 20.10 FEET OF THE NORTH 58,65

FEET OF THE EAST 14.50 FEET OF THE LIT 112.17 FEET (EXCEPT
FROM SAID PARCEL THE EST 8.33 FEET OF TFE SOUTH 11.15 FEET THEREOF)

OF LOT 17 IN CLEN B. NULHOLLAND'S CARRIAGE HILL SUBDIVISION BB

PART OF THE NORTH EACT'S OF SECTION 32, TO'NSHIP 57 NORTH, RANGE
13 EASTO THE THIRD PRINCIPAL MERIDAIN, IN COOK COUNTY, IL ALSO

PARCEL 2:

EASEMNET FOR THE ENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF VILLA ERA RECORDED NOVEMBER 1,172 AS DOCUMENT NO. 22105740



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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and rot settered for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said eal estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, a conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting one foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus.

equipment or articles hereafter placed in the premises by the norrigagors of their ascessors or assignment of some content of the treat estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all lights 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 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 incor successors and assigns. WITNESS the hand	i stadio o stali	of Mortgagors the		ple written /	1
		1117	Laura		SEAL
STATE OF ILLINOIS,		Public in and for and	residing in said County, i	n the State aforesaid, HC	
	ho <u>E</u> personally regoing instrume THEX	known to me to be tent, appeared be signed, sealed a	the same personw fore me this day and delivered the said	in person and	acknowledged that
A COLONIA	Given under my	uses and purposes there y hand and Notarial Sea		day of Oct	192).
Notarial Seal My Commission	Expires January 24, 1	1979	1-y sen	To fine	Notary Public

Page 1

IIIE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON  Mortgagors shall (a) promptly repair, restore or rebuild any buildings of aims for lien put expressly subordinated to the fine hereof, it pay when due premises superior to the lien hereof, and upon request exhibit satisfactory ers of the note; (d) complete within a reasonable time any building or lines; (e) comply with all requirements of law or municipal ordinances we read alterations in said premises except as required by law or municipal ordinances we reliable alterations in said premises except as required by law or municipal ordinances we reliable the receipts therefor. To prevent default hereunder Mortgagors shall pay before any penalty attaches all general taxes, and cele charges, and other charges against the premises when due, and shall, up icate receipts therefor. To prevent default hereunder Mortgagors shall pay it is celebrated to the highest state of the companies of moneys wife to context move on the reafter seming or windstorm tand flood damage, where the lender is required by law to he insurance companies of moneys wife to context move to hereafter seming or windstorm tand flood damage, where the lender is required by law to he hence the respective damage of the hence of the health of the loiders of moneys wife to context the pay the cost of replete hence it is a seminary to the holders of the hence of the repair of the loiders and the seminary to the holders of the real policies, including and not of ward policies on the note, under all policies, including and of ward policies on the note, under all policies, including and on days prior to the respective dates of expiration.  Mortgagors will pay each item of indebtedness herein mentioned, when the properties of the properties, and the properties of the properties of the respective dates of expiration.  Mortgagors will prove the contrary, become due and payable immediately, les instalment on the note.  Mortgagors will prove the properties of the properties of the properties of the propert	improvements now or hereafter on the premises which may repair, without waste, and free from mechanic's or other liens any indehtedness which may be secured by a lien or charge on evidence of the discharge of such prior lien to Trustee or to niddings now or at any time in process of erection upon said the respect to the premises and the use thereof; (f) make no new or the premises and the use thereof; (f) make no new or the premises and the use thereof; (f) make no new intended to the premises and the use thereof; (f) make no new intended to the premise of the note of the not
ce charges, and other charges against the premises when the, and shall, pay it seasonent which Mortgagors may desire to contest.  Mortgagors shall keep all buildings and improvements mow or hereafter is experiently and the properties of the prope	full under protest, in the manner provided by statute, any tax nated on said premises insured against loss or damage by fire, have its loan so insured) under policies providing for payment cing or repairing the same or to pay in full the indebtedness surrance policies payable, in case of loss or damage, to Trustee indead mortgage clause to be attached to each policy, and shall note, and in case of insurance about to expire, shall deliver use according to the terms hereof. At the option of the holders by this Trust Deed shall, notwithstanding anything in the note uncarned charges, in the case of default in making payment of deration or otherwise, holders of the note or Trustee shall have ere shall be allowed and included as additional indebtedness in yor or no behalf of Trustee or holders of the note for the cest shall have ere shall be allowed and included as additional indebtedness in yor or no behalf of Trustee or holders of the note for the cests (which tring all such abstractions of the note for the note for the cests (which tring all such abstractions) are publications of the note for the statement of a ray sale which may be had pursuant to such decree the true and applied in the following order of priority: First, on account ones, in the sale which may be had pursuant to such decree the true and applied in the following order of priority: First, on account ones, in the note; fourth, any overplus to Mortgagors, their heirs, legal in the note; fourth, any overplus to Mortgagors, their heirs, legal in the note; fourth, any overplus to Mortgagors, their heirs, legal in the following order of priority: First, on account on the premises when the true had applied to the object of the note; fourth, any overplus to Mortgagors, except for the ten with and, in case of a sale and a deficiency, during the priority of forceover. Such receiver shall have power to collect the suit and, in case of a sale and a deficiency, during the full as during any further times when Mortgagors, except for the remains of the premises d
Mortgagons shall keep all buildings and improvements now or infeature is ming or windstorm (and flood damage, where the lender is required by law it he insurance companies of moneys sufficient either to pay the cost of repliced hereby, all in companies satisfactory to the holders of the note, under if the benefit of the holders of the mote, such rights to be evidenced by the stread II policies, including additional and renewal policies, to holders of the mote, and policies not less than ten days prior to the respective dates of expiration.  Mortgagors shall pay each item of indebtedness herein mentioned, when he note, and without notice to Mortgagors, all unpaid indebtedness series instalment on the note.  5. When the indebtedness hereby secured shall become due whether by acceptable to forceloot the lien hereof. In any sait to forceloot the hereof. In decree for stall all expenditures and expenses which may be paid or incurred evidence for stall all expenditures and expenses which may be paid or incurred the estimated as on items to be expended all expensively and expense which may be paid or incurred to exist all expenditures and expenses which may be paid or incurred to exist all expenditures and expenses which may be paid or incurred to exist all expensively of the decreef of process of a stall expenses which may be paid or incurred to exist and expenses which may be paid or incurred to exist and expenses and expenses which may be paid or incurred to exist and expenses of a stall expensive stall be decreed of process of a stall expenses and expenses which may be paid or incurred to exist and expenses and expenses and expenses when the original and expenses when the original expensive shall be distributed.  6. The proceeds of any original expense of the premises shall be distributed and all original expenses and expe	cing or repairing the same or to pay in full the indebtedness surrance policies payable, in case of loss or damage, to Trustee hadard mortgage clause to be attached to each policy, and shall note, and in case of insurance about to expire, shall deliver note, and in case of insurance about to expire, shall deliver use according to the terms hereof. At the option of the holders by this Trust Deed shall, notwithstanding anything in the note unearned charges, in the case of default in making payment of heration or otherwise, holders of the note or Trustee shall have ere shall be allowed and included as additional indebtedness in yo or on behalf of Trustee or holders of the note for attorneys' expensionally an expect to title as Trustee or holders of the note may deem to at any sale which may be had pursuant to such decree the true and applied in the following order of priority: First, on account such items as are mentioned in the preceding paragraph hereof; other note; fourth, any overplus to Mortgagors, their heirs, legal, the court in which such bill is filed may appoint a receiver of thout notice, without regard to the solvency or insolvency of the then value of the premises or whether the same shall be then to such receiver. Such receiver shall have power to collect the result and, in case of a sale and a deficiency, during the full as during any further times when Mortgagors, except for the 1 profits, and all other powers which may be necessary or are heration of the premises during the whole of said period. The act in his hands in payment in whole or in part of; (a) The tax, special assessment or other lien which may be obscome rive to fine the premises, during the whole of said period. The act in his hands in payment in whole or in part of; (a) The tax, special assessment or other lien which may be or become rive to fine the premises, or to inquire into the validity of the or trust deed, nor shall Trustee be obligated to record shall be for trust deed, nor shall Trustee be obligated to record that all cases
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6. The proceeds of any or closure sale of the premises shall be distributed all costs and expenses means of the foreclosure proceedings, including all onds, all other items which are let the terms hereof constitute secured indebine on a herein provided, to do any principal and interest remaining impaid of escentialities or assigns, as their it, his may appear.  7. Upon, or at any time after the Prings of a bill to foreclose this trust deep premises. Such appointment may be made either before or after sale, we tragens at the time of applications for such receiver and without regard to impied as a homestead or not and the Trustee hereinder may be appointed as, issues and profits of said premises of airs, the pendency of such foreclose utory period of redemption, whether sare be redemption or not, as well as much cases for the protection, possession, a control, management and at infrom time to time may authorize the ceeder. An apply the net incoebitedness secured hereby, or by any decree is, etc. saights frust deed, or are into to the lien hereof or of such decree, provid d such application is made ciency.  8. No action for the enforcement of the lien or of any provision hereof lable to the party interposing same in an action at law upon the mote hereby provides the party interposing same in an action at law upon the mote hereby 10. Trustee or the holders of the note shall have the rights of inspect the mitted for that purpose.  10. Trustee has no duty to examine the title, location, twist nece or constitutes or the identity, capacity, or authority of the signals as a sign in the processor of the decretion and propose of the decretion and propose.  11. Trustee shall release this trust deed and the lien thereof by proper in the decretion and processor trustee may accept as the penume note herein described any in the forecast of the processor trustee may accept as the penume note herein described any in the suppose.	actions additional to that evidenced by the note, with interest the note; fourth, any overplus to Mortgagors, their heirs, legal the note; fourth, any overplus to Mortgagors, their heirs, legal thout notice, without regard to the solvency or involvency of thout notice, without regard to the solvency or involvency of the ten value of the premises or whether the same shall be then to such receiver. Such receiver shall have power to collect the test suit and, in case of a sale and a deficiency, during the full as during any further times when Mortgagors, except for the profits, and all other powers which may be necessary or are retained of the premises during the whole of said period. The it is, saecial assessment or other lien which may be or become prior to foreclosure sale; (b) the deficiency in case of a sale and shall be subject to any defense which would not be good and eccured.  premises at all reasonable times and access thereto shall be fut in the same premises of the premises, or to inquire into the validity of the or trust deed, nor shall Trustee be obligated to record this trust or employees of Trustee, and it may require indemnities between the profits of the deliver a release hereof to and at the request of any to injure the note, representing that all indebtedness hereby it injury. Where a release hereof to and at the request of any to injury. Where a release hereof to and at the request of any injury. Where a release hereof to and at the request of any injury. Where a release hereof to and at the request of any injury. Where a release hereof to and at the value of the profits of the note and which purrouts to
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executed by the persons herein designated as the makers therein, and we sed its identification number on the note described betein, it may accep- sented and which conforms in substance with the description betein con-	
sons herein designated as makers thereof.  12. Trustee may resign by instrument in writing filed in the office of the R n recorded or filed. In case of the resignation, mability or refusal to act of mises are stituated shall be Successon in Trust. Any Successon in Trust herein given Trustee.  13. This Trust Deed and all provisions hereof, shall extend to and be bine tipagors, and the word "Mortpagors" when used herein shall include at letterdness or any part thereof, whether on not such persons shall have excess instrument shall be construed to mean "notes" when more than one note is 14. Before releasing this trust deed, Trustee or successor shall receive for it release deed is issued. Trustee or successor shall re-	corder or ite, is, an of Titles in which this instrument shall have trustee, the their Percorder of Deeds of the county in which the inder shall hap a the dential title, powers and authority as are nig upon Mortgagor, and all persons claiming under or through such persons an all persons liable for the payment of the old the note or this Trust 1/2. The word "note" when used in used.
그 그렇게 하시아되었는 중국에 관하실 회장에 불표할 수 있는데 하셨다.	edictive of the open of deformation of deformations.
数 - 「Light Committee Co	P CORDER OF DEEDS
Nov 8 3 13 PM '77	*24\85226
IMPORTANT!	tentification No. <u>619121</u>
OR THE PROTECTION OF BOTH THE BORROWER AND ROBER THE INSTALMENT NOTE SECURED BY THIS RUST DEEP SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST EED IS FILED FOR RECORD.	CHICAGO TITLE AND TRUST COMPANY. Trustee.
CHICAGO TITLE & TRUST COMPANY O: ATTN: IDENTIFICATION DEPARTMENT 111 WEST WASHINGTON STREET CHICAGO, ILLINOIS 60602 PLACE IN RECORDER'S OFFICE BOX NUMBER	FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
[27] [[다] [[다] [[다] [[다] [[다] [[다] [[다] [[	garan anggarangan sa panggan ang anggan ang ang ang ang ang an

END OF RECORDED DOCUMENT