

UNOFFICIAL COPY

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1978 APR 12 AM 9 39

TRUST DEED

RECORDED UNDER OF DEEDS, COOK COUNTY ILLINOIS, PROCEEDING *Bernard Bundy*
THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made March 21 1978, Between Bernard Bundy, Divorced, not
since remarried APR 2-78 4 2 3 9 3 24398950 herein referred to as "Mortgagors" 10.00
 and LAKE VIEW TRUST AND SAVINGS BANK, a corporation created and existing under the laws of the State of Illinois and doing business
 in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Fifteen Thousand and no/100--
 Dollars (\$ 15,000.00), evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER
 and delivered in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of Nine per cent (9 %) per annum in installments as follows:
 One (undred fifty-two and 14/100----- Dollars (\$ 152.14), on the 5th day of May, 19 78 and One Hundred Fifty-two and 14/100----- Dollars (\$ 1.14), on the 5th day of each and every month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 5th day of April, 1993

SE-2-17-6-10-11-23

All such payments on account of the indebtedness evidenced by said Note to be first applied to interest on the unpaid principal balance and the remainder to principal provided that the principal of each instalment unless paid when due shall bear interest at the default rate of Ten (10 %) after maturity whether by acceleration or otherwise, and all of said principal and interest being made payable at such banking house in Chicago, Illinois, as the holders of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of LAKE VIEW TRUST AND SAVINGS BANK in said City.

NOW, THEREFORE, the Mortgagors to secure the payment 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 of the covenants and agreements herein contained, by the Mortgagors 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 CONVEY and WARRANT unto the Trustee, his successor 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 ILLINOIS, to wit: Sublot One Hundred (100) of the Subdivision of Original Lot One Hundred Twenty-Nine (129) in Bronson's Addition to Chicago, in Section 7, Township 39 North, Range 14, East of the Third Principal Meridian.

24398950
10.00

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 profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation including (without restricting the foregoing), screens, window shades, storm doors and wind ws, floor coverings, awnings, stove 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, article hereafter placed in the premises by the Mortgagors or their successors or assigns shall be considered as constituting the part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, his successors and assigns, forever, for the purposes and upon the 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, 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 incorporated herein by reference and are part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.
Bernard Bundy (SEAL) _____ (SEAL)
 Bernard Bundy (SEAL) _____ (SEAL)



I, Robert L. Tamez
 a Notary public in and for and residing in said County, in the state aforesaid, DO HEREBY CERTIFY THAT
Bernard Bundy, Divorced, Not Since Remarried
 who is personally known to me to be the same person whose name
is subscribed to the foregoing Instrument, appeared before me this day in person and
 acknowledged that he signed, sealed and delivered the said Instrument as
his 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 7th day of April, 1978

THIS INSTRUMENT WAS PREPARED AND DRAFTED BY Arlene Howard
 LAKE VIEW TRUST AND SAVINGS BANK
 3201 N. SHILAND AVENUE
 CHICAGO, ILLINOIS 60657
 Notary Public

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THE COVENANTS, CONDITIONS AND PROVISIONS

1. Mortgagors shall: (1) promptly repair, restore or rebuild any destroyed; (2) keep said premises in good condition and repair, within the lien hereof, (3) pay to hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien or other liens of the note; (4) complete process or erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make any repairs, alterations or improvements to the premises as required by law or municipal ordinances.

2. Mortgagors shall pay before any penalty attaches all general taxes and other charges against the premises when due, and shall, upon default hereunder Mortgagors shall pay in full under protest, in advance of the time when such taxes and other charges are due, the amount of such taxes and other charges.

3. Mortgagors shall keep all buildings and improvements now on the premises and such other hazards or liability, including liquor liability companies of moneys sufficient either to pay the cost of replacing or repairing the same or to satisfy the liability of the holders of the note, and in case of insurance about to expire, shall deliver receipts therefor to the holders of the note, and shall deliver receipts therefor to the holders of the note, and shall deliver receipts therefor to the holders of the note, and shall deliver receipts therefor to the holders of the note.

4. In case of default hereunder, Trustee or the holders of the note may, but need not, make discharge, compromise or settle any tax lien or other prior lien or lien in full or in part, and all moneys paid for any of the purposes herein shall be considered as a waiver of any right accruing to them on account of such discharge, compromise or settlement.

5. The Trustee or the holders of the note hereby secured making any bill, statement or estimate procured from the appropriate public authority for any tax, assessment, sale, forfeiture, tax lien or title of the premises shall be deemed to be the bill, statement or estimate of the Trustee or the holders of the note.

6. Mortgagors shall pay each item of indebtedness herein mentioned, and without notice to Mortgagors, all unpaid items of indebtedness shall become due and payable (a) immediately upon the date when default shall occur and continue for three days in the event of default hereof.

7. In case of default hereof the Mortgagors waive all right to the premises hereon, and shall be deemed to have assigned to the Trustee or the holders of the note all interest in the premises hereon, and shall be deemed to have assigned to the Trustee or the holders of the note all interest in the premises hereon, and shall be deemed to have assigned to the Trustee or the holders of the note all interest in the premises hereon, and shall be deemed to have assigned to the Trustee or the holders of the note all interest in the premises hereon.

8. The proceeds of any foreclosure sale of the premises shall be distributed to the holders of the note in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises, and such receiver shall have the same powers and authority as a receiver of said premises, and shall be deemed to have assigned to the Trustee or the holders of the note all interest in the premises hereon, and shall be deemed to have assigned to the Trustee or the holders of the note all interest in the premises hereon, and shall be deemed to have assigned to the Trustee or the holders of the note all interest in the premises hereon.

10. No action for the enforcement of the lien or any provision hereof shall be maintained in any court until the lien hereof has been foreclosed in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises, and shall be deemed to have assigned to the Trustee or the holders of the note all interest in the premises hereon, and shall be deemed to have assigned to the Trustee or the holders of the note all interest in the premises hereon, and shall be deemed to have assigned to the Trustee or the holders of the note all interest in the premises hereon.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise or be liable for any acts or omissions hereunder, except in case of its own gross negligence or willful misconduct.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, including Trustee's release fee in accordance with his rate schedule then in effect, and Trustee may execute and deliver a release instrument in favor of the Mortgagors, and shall be deemed to have assigned to the Trustee or the holders of the note all interest in the premises hereon, and shall be deemed to have assigned to the Trustee or the holders of the note all interest in the premises hereon, and shall be deemed to have assigned to the Trustee or the holders of the note all interest in the premises hereon.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded, and in case of the resignation, inability or refusal to act of Trustee, the Trustee's Successor in Trust. Any Successor in Trust hereunder shall have the identical powers and authority as are hereon given to Trustee, and any Trustee or successor hereof 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 all persons liable for the payment of the indebtedness, or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. This Trust Deed shall further stand as security for any debt or obligation, now existing or hereafter created, of the Mortgagors or any of them, to the holder hereof.

16. LAKE VIEW TRUST AND SAVINGS BANK personally may buy, sell, own and hold said note or any interest therein, before or after maturity, and whether the same rights and remedies as are in this indenture given to the holders of said note, with like effect as if said Bank were not the Trustee under this indenture; and no merger of the interest of said Bank as holder of said note and as Trustee hereunder shall be deemed to occur at any time. Any act or remedy provided in this indenture to be taken by the Trustee or the holders of said note may be taken or had jointly by the Trustee and any holder of said note.

17. Mortgagor agrees that in order more fully to protect the security of the note, Mortgagor will deposit with the holder of the note, with each scheduled installment payment, one-twelfth (1/12) of the amount (as estimated by the holder of the note) which will be sufficient to pay taxes, special assessments, and other charges on the real estate that will accrue as a lien from year to year on a calendar basis (January to January), not on a "when issued and payable" basis, without any allowance of interest, and shall use such fund for the payment of such items when the same are due and payable. If, at any time, the fund so held by the holder of the note is insufficient to pay any such item when the same shall become due, the holder of the note shall advise Mortgagor of the deficiency and Mortgagor shall, within ten (10) days after receipt of such notice, deposit with the holder of the note such additional funds as may be necessary to pay such items when the same are due and payable. If, at any time, there be default in any of the provisions of this Trust Deed, the holder of the note may at its option apply any money in the fund on any of the mortgage obligations and in such order and manner as it may elect. On full payment of the debt, any amount in the fund shall be credited on the installment note and the beneficial interest in the fund.

REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, and free from mechanics' or other liens or other liens not expressly subordinated to the lien hereof; (3) pay to hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien or other liens of the note; (4) complete process or erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make any repairs, alterations or improvements to the premises as required by law or municipal ordinances.

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IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND THE LENDER, THIS TRUST DEED SHOULD BE IDENTIFIED BY LAKE VIEW TRUST AND SAVINGS BANK, 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. 1508
LAKE VIEW TRUST AND SAVINGS BANK, Trustee
BY: M. R. Reinhard

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LAKE VIEW TRUST AND SAVINGS BANK
Real Estate Loan Department
3201 North Ashland Avenue
Chicago, Illinois 60657

OR

Box No. 146

FOR RECORDS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
1508 Wieland, Chicago, Ill. 60610

END OF RECORDED DOCUMENT