UNOFFICIAL COPY



1		IKUŞI	DEED	25609558					
		66213			-				
ł	==1	GGWJ.G.	•			COR DECORDERS (ICE ONLY		
-		<u> </u>	CTTC 9	L	THE ABOVE SPACE				
ł	THIS IN	DF'TURE, made	•	June 20	1980, between	GEORGE W. CH	NOLEK		
1	4	\sim				•	•		
١									
1	herein referred to as "Mortgagors", and CHICAGO TITLE AND TRUST COMPANY,								
	an Illinoi	an Illinois corporate n duing husiness in Chicago, Illinois, herein referred to as TRUSTEE, withnesseth:							
	THAT, WHEREAS the Angagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being being being the principal sum of Twenty Thousand and no/100								
	legal hold	ler or holders being b	sin referred to	as Holders of the No	ole, in the principal s	aum of twelley in		llars,	
I	evidence	i by one certain Ins	alr ent Note o	f the Mortgagors of	even date herewith	, made payable to T	HE ORDER OF BEA	ARER	
ł						on demand	1 ·		
۱	and delivered, in and by which said Nove vie Mortgagors promise to pay the said principal sum **KKXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX								
ı				****			r	Oollars	
ı	XXXXXXX		100×000k					Destinos	
ı	XXXXXXX		odenskx		X SOURCES AND SOURCE A	×xxxxxxx	%k within, xx°xx	nterest	
ı	XXXXXXX	KAMARAKAKESONE			\$ 3 55				
ı	from	June 20, 19	980 📜 on the	principa bal ne fro	m time to time unp	id at the rate of	O per cent per a	nnum;	
ı	each of s	said instalments of p	rincipal bearing	interest afteruri ing house or tri st con	ty at the rate of 1	O percent perann ao. Illinois	um, and all of said pri	meipai	
ı	Illinois.	as the holders of the	e note may, fro	om time to time, is	writing appoint, an	d in absence of suc	h appointment, then	at the	
ı	XXXXXXXX	residence of	CAROL CHAN	DLER, 17 Danuse	e Way, Olympia	Fields, Illii	101S. XXXXXXX	KKKK.	
	and limits	THEREFORE, the Morations of this trust deed,	tgagors to secure the	nce of the covenants an	d a reer ents herein co	itained, by the Mortga	dance with the terms; progers to be performed and NVEY and WARRANT u situate, lying and being in AND STATE OF ILL	I also in	
ı	Trustee, u	tion of the sum of One . is successors and assigns,	Dollar in hand pai the following desc	J. the receipt whereof is ribed Real Estate and all	of their estate, right, tit	le and interest therein,	situate, lying and being in	the	
ł	to wit:			COUR	arror 1 tok		ANDSTATEORIA	LIIVINA	
ł		let G in Plack	22 in Vil	lage of Park Fo	rest Area No	5. heing a su	phdivision		
1		of part of the	• East 1/2 (of Section 35 a	and the West i	/2 of Section	36, IOWN-		
		ship 35 North.	. Range 13 1	East of the Thi	ird Principal	Me idian, acco	ording to		
ŀ	•	the plat there County, Illino		August 3, 195	ol as Document	10. 15/39014	IN COOK		
1		councy, rivino							
1						<i>2</i> 5(3)			
						25131	39550		
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l				, 			· Vic.		
ı	which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, features, and appurtenances thereto belonging, and all rents, issues and profess the 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 so admitly), and all apparatus, equipment or articles now or hereafter therein or therefore used to supply heat, gas, air conditioning, water, light, power, of this ration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, store door 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 pt yie. Ily attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their sacce, or or assigns shall be considered as constituting part of the real estate. TO HAVE AND TO HOLD the premises unto the said frustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts berein set								
ı	and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, effe ration								
	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 pf , ic. lly 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 pf , ic. lly windows, therefore, or part and it is agreed that all similar apparatus, equipment or articles bereafter placed in the premises by the mortzagors or their saider.							rically cc. ors	
1	or assigns a	hall be considered as cor	stituting part of the	e real estate.	rs and assigns, forever, f	or the purposes, and up	on the uses and trusts her	rein set	
1	forth, free	from all rights and ben do hereby expressly rele	efits under and by	virtue of the Homestea	d Exemption Laws of t	he State of Illinois, wh	on the uses and trusts her lich said rights and benef	its the	
Т	This	trust deed consists of	f two pages. The	convenants, conditie	ons and provisions ar	pearing on page 2 (the reverse side of this	s trust	
	deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagots, their heirs, successors and								
1	assigns. WITI	NESS the hand an	d seal of Mo	ortgagors the day and	year first above writ	ten.		ļ	
1			•			W.Chen	eller ,	SEAL	
1			***************************************	[SEAL]					
			*************************	[SEAL]			S	EAL].	
	STATE	OF ILLINOIS.	I,		riscoll	she State aforesid. F	O HEREBY CERTIFY	THAT	
	ritte	OF ILLINOIS	SS. 2 Notary I	George W. C	handler	- the Base store—;			
	Conid	100				3-			
1		NOTABLIE	ho_7S_personal	ly known to me to d before me this day in	be the same person,	whose name 1S	subscribed to the fore gned, sealed and delivere	agoing ed the	
	C		strument, appeare id Instrument as	his free and woh	person and acknowled intary act, for the uses :				
	Ž:	-61.0	GIVEN	hand and Notarial Seal	_{this} 20th	day of	June 15	<u>.80</u>	
		THE THE	GIVER BROSE IN	naiu and Notatiai Seal	1/.	5K 2	Treneros		
1.	Notarial S	ieal s	The state of the		yen	uni vo	Notary Public.		

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

1. Mortgagers shall (1) promptly repair, restore of rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good conditions and repair, without waste, and firer from exhabit's or other liens or claims for lien and reapersally subordinated to the lien kersof; (3) pay when due any indebtedness which may be secured by a lotter or the premise superior to the lien berreof, and upon request exhibit statisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete which a reasonable cline any building or buildings now or at my time in process of erection upon said premises; (3) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make on material alterations in said premises except equired by law or musicipal ordinances.

Mortpagers shall pay before any penalty attaches all general tazes, and shall pay special tazes, special assessments, water charges, arewer service charges, and other charges against the premies when due, and shall upon written request, furnish to Trustee or to holder of the note depicate receipts therefor. To overent default hereunder Morteaners which Morteaners and desire control in the monter covided by attack, any tax or statement which Morteaners and desire

to conten

3. Morgagors shall keep all buildings and improvements now or hereafter situated on said premise; insured against loss or damage by fire, lightings or windstorm under policies noviding for payment by the insurance companies of monoper sufficient either to pay the cost of replacing or repairing the name or to pay in full the indebtedness secured hereby, all in companies as infectory to the holders of the holders of the holders of the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the hendler of the holders of the note, and hendlers of the holders of the holders of the holders of the 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 solitions.

4. It case of default therein. Trustee or the holders of the note may, but need not, make any payment or perform any act hereinhefore required to a convert at many form and manner doesned expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, at a purchase, discharge, compromise or settle any tax lies or other prior lies or title or calim thereof, or redeem from any tax sale or forfeinner affectir, said pramises or context any tax or assessment. All moners paid for any of the purposes berein authorized and all expenses paid or incurred in conn. tion—twenth, including attorners, fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lies across payment of the mortgaged premises and the lies across payment of the mort account of the payment of the mortgaged premises and the lies across payment of the mortgaged premises and the lies across payment of the mortgaged premises and the lies across payment of the mortgaged premises and the lies of the note and lies of the note and the lies of the note and lies of the note and lies of the note and the lies of the note and lies of

5. The Trus. or ... holders of the note hereby secured making any payment hereby authorized relating to taxes or accessments, may do so according to any bill, statement of a stimute procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into he wildling of any to a new year sale, forfeiture, tay lies not title not claim thereof.

6. Mortgagers shau par each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the no 2, and without notice to Mortgagers all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the one any, become due and payable (a) immediately in the case of default in making payament of any instalment of principal or interest on the note, or (b) while the default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contributed.

7. When the indebtedness occely secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right te forescore the lien herrof, from any suit to or close the lien herrof, their shall be allowed and included as solditional indebtedness in the decree for sale all expenditures and expenses which may be pt do "accurred by or on behalf of Trustee or holders of the note for atterneys fees, Trustee's fees, appraisers fees, outlays for documentary and exp " id "cs, stemographers' charges, publication costs and occur (which may be estimated as to items to be expended after entry of the decree) of procuring all su " abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data attended which may be had pursuant to " of the note may deem to be reasonably necessary either to procure to evidence to bidders at any sale which may be had pursuant to " in dec " et he true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this personably mentioned shall be some so much additional indebtedness secured betty and immediately due and payable, with interest thereon as the rate of seven per cent per annum, hen paid or incurred by Trustee or holders of the toot in connection with (s) any proceeding, to with interest thereon as the rate of seven per cent per annum, hen paid or incurred by Trustee or holders of the toot in connection with (s) any proceeding, to within interest the personal or the decrease of the toot in connection with (s) any proceeding, to which either " an shall be a party, either as plaintiff, demant or defended only by responsible of the security of the toot connection with fail to find the security of the connection with major after accrual of such right to forecloses.

8. The proceeds of any foreclosure sale of the premises at all b dir. ributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including. — s. h items as are mentioned in the preceding paragraph hereof; record, all other items which under the terms hereof constitute accural indebtedness add no at no that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any o replus to Mortgagors, their heirs, legal representatives or assigns, as their rights may

appear.

". Upon, or at any those after the filing of a bill to foreclose this trust sed, the court in which nucl bill is field may appoint a receiver of said premisers. Such appointment may be made either before or after sale, without not e, without regard to the tokency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the pre- "to or betther the name shall be then occupied as a homestead or not said the Printete hereunder may be appointed as a such receiver. Such receiver shall have one to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full article rents, in the same apposition of any length of the powers which may be necessary or are usual in such cases for the protection, "nession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver "op" the net income in his hands in apparent in whole of said period. The Court from time to time may authorize the receiver "op" the net income in his hands in apparent in whole of said period. The Court from time to time may authorize the receiver "op" the net income in his hands in payment in whole or is part of 1). The indebtedness secured hereby, or by any decree foreclosing this trust deed, or are tax, special assessment or other here which may be or become superior to the lies herefor or of such decree, provided such application to insade prior to forecome to forecome or as as and deficiency.

uperior to the lien hereof or of such decree, provided such application is made prior to forecouster al. (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to an action at law upon the note hereby secured.

21 the deficiency in case of a sale was a sale of the sale of the

purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire, and the validity of the signatures or the identity, especity, or authority of the signatures on the note or trust deed, nor shall Trustee be obligated to record to it trust deed or to exactise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereund to execute the case of its own gross negligance or

13. Trustes thall relates this trust deed and the lim thereof by proper instrument upon presentation of artifactor verbases that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of 'y room who shall, either before or after maturity thereof, produce and establist to Trustee the note, representing that all indebtess hereby secure have no paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor it was not all the product and establish to Trustee the note and which purports to be accepted thereon by a form to successor it was not with the description herein contained of the note and which purports to be executed thereon by a cheeping of the original trustee and it has severy placed its identification number on the note described herein, it may accept, at the state before its requested of the original trustee and it has severy placed its identification of the content of the original trustee and it has severy placed its identification to the content of the original trustee and which conforms in substance with the description herein contained of the note and which conforms in substance with the description herein contained of the note and which conforms in substance with the description herein contained of the note and which conforms in substance with the description herein contained of the note and which conforms in substance with the description herein contained of the note and which conforms in substance with the description herein contained of the note and which conforms in substance with the description herein contained of the note and which conforms in substance with the description herein contained of the note and which conforms in substance with the description herein contained of the note and which conforms in substance with the description herein contained of the note and which conforms in substance with the description herein contained o

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Tules in which this issut on as shall have been recorded or filed. In case of the resignation, installity or refusal to acc of Trustee, the their Recorder of Decks of the county is will be preceded in the country of the preceded in the precede

Inside of secressor shall be entitled to reasonable compeniation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to end be binding upon Merrageors and all persons claiming under or through M orgagor, and the word "Morrageors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any or so so, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this inturument shall be construed to sections of the indebtedness or any or so so.

"Intelled" when used in this inturument shall be construed to section.

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IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY,
Thu

MAIL TO:

DENNIS M. FELD AHY
3,99 SAIKTEAN 60471

LOT MAIN

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

PLACE IN RECORDER'S OFFICE BOX NUMBER

END OF RECORDED DOCUMENT

2560955