

**UNOFFICIAL COPY**

**RECEIVED IN BAD CONDITION**

25954946

**TRUST DEED**

THIS IS A PUBLIC RECORD.

July 24, 1981. L-110223

W. James McNerney & Judith C. McNerney, <sup>Chambers</sup> partners in "McNerney" and Harris Trust and Savings Bank, an Illinois banking corporation, having its principal office at the city of Chicago, Illinois (herein referred to as "Trustees").

**WITNESSETH:**

AT WITNESS, the Metheraps, are duly exhibited by the legal trustee or trustees of the trustfund now known as the General Fund of the State of Michigan referred to as "Michigan" in the principal sum of **Twenty-Four Thousand Five Hundred and 00/100**  
Dollars and 00 Cents.

By and under the instrument No. of the Montgagrs of each state herewith, made payable to Government, Dated 15-2-1950, i.e., one thousand five hundred and twenty five rupees and one pice, as and by what's said Note the  
Montgagrs promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid thence at the rate  
prescribed as said Note.

Lot 2 in Block 8 in Province Mutual Lane Association Subdivision of Blocks 7 to 12, 28 to 33, 54 to 59 in Waukegan Subdivision of the West 1/4 of the North East 1/4 of Section 20, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

1981 09 31 AM 00

卷之三

TOGETHER with all buildings, improvements, tenements, emporiums, fixtures and appurtenances at \_\_\_\_\_ belonging thereto and all rents, issues and profits thereof for so long and during all such time as Mortgagor may be entitled thereto which is or shall be pledged primarily and as a security with said real estate as security for the payment of the indebtedness secured hereby and now (hereinafter "the Premises") and all equipment of every kind now or hereafter therein or thereon used or maintained, including, without limitation, air conditioning, water, light, heating, power generation (whether singular or centrally controlled), and apparatus, including, without limitation, all window shades, storm doors and windows, screens, floor coverings, gas and electric fixtures, stoves, boilers, tanks and water tanks. All of the foregoing are to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or fixtures hereafter placed in the premises by

**TO HAVE AND TO HOLD** the premises unto the said Trustee, its successors and assigns, forever, for the purpose 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, which rights and benefits are hereby expressly released and waived.

WE HEREBY UNDERSTAND AND AGREE THAT:

- IT IS FURTHER UNDERSTOOD AND AGREED THAT:**

  1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises, as which may become damaged or destroyed; (b) keep said premises in good condition and without waste, and free from charges, encumbrances, mortgages, or other liens or claims for liens not expressly subordinate to the liens hereof; (c) pay when due all taxes and indebtedness which may be secured by a tax or lease or encroachment on the premises; and upon request satisfy satisfaction of the discharge of same by a trustee or to Noteholder; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the construction, maintenance and use thereof; (f) without prior written consent of Noteholders make any material alteration in said premises except as required by law or municipal ordinance; and (g) promptly notify Trustee of any change in description of the premises, of any pending or threatened proceeding for the taking by eminent domain or otherwise of any part thereof or of any notice of any proceeding or condition which might impair the value of the premises or its use for its intended purpose.
  2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges and other charges against the premises when due, and shall upon written request, furnish to Trustee or to Noteholder duplicate copies thereof. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
  3. Mortgagor shall keep 24 buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, flood, winds or lightning, for the extent insurance therefor is obtainable and such other hazards as are commonly known as Noteholder may require under policies providing for payment by the insurance companies of monies sufficient to meet the cost of replacing or repairing the same or 10 days in full the indemnities secured hereby, all losses, damages and expenses resulting from Noteholder, under insurance policies payable, in case of loss or damage, and providing that the same may be recovered, except within 10 days' prior written notice to Trustee and shall demand all costs, including additional and renewed premiums, to Noteholder, and in case of insurance as above to expire, shall deliver renewals paid in full not less than 10 days prior to the expiration date of insurance. To the extent permitted by law, Trustee may, at the sole discretion of Noteholder, either apply any insurance premiums at any time coming into his hands to the reduction of the indebtedness or may release same for the restoration of the improvements damaged or destroyed on such terms as it shall elect, provided that it is not held to apply same to the reduction of the indebtedness hereby secured. Mortgagor shall be relieved of any duty to restore the damage as respects of which such insurance proceeds were obtained. Mortgagor hereby irrevocably constitutes and appoints Trustee their true and lawful attorney in fact to endorse the name of Mortgagor on any commercial paper evidencing any insurance proceeds.
  4. If no payment or Mortgagor shall fail to perform any covenants herein contained, Trustee or Noteholder may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior claim or claim of interest, or redeem from any tax sale or forfeiture affecting said premises or any part thereof, any tax, assessment or other charge, or debt, incurred or authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other money, advanced by Trustee or Noteholder to protect the aforesaid property and the lien hereof, shall be so much additional indebtedness hereunder, hereto and thereafter, to be immediately due and payable, with interest thereon and with interest thereon at the rate of \_\_\_\_\_ per cent per annum. Trustee or Noteholder may, at any time, collect as a widow of any right accruing to them on account of any debt hereunder on the part of Mortgagor, Trustee or Noteholder shall be entitled to receive payment of any amount so collected by the widow of any right, notwithstanding any statement or estimate provided from her business, public or other sources, or by the holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any such statement, or by the holder of the claim thereof.

8. Mortgagor shall pay such sums of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof and Note. At the option of Noteholder and without notice to Mortgagor, all unpaid indebtedness secured by this Trust, Deed shall, notwithstanding anything in the Note or in the Trust Deed to the contrary, become due and payable (a) in the case of default for 10 days in relation to payment of principal or interest on the Note or in making payment of any other sum due hereunder, or (b) in case the undersigned shall, prior to service of a writ of execution, sell, assign, transfer or otherwise dispose of (for a term of more than 1 year, including as part of such sum any renewal term), whether mercantile or otherwise, any interest or right owned or controlled for in any leasehold the real estate subject hereto, or any but future,万分之三, or contract or agree to do, or (c) when default shall occur and continue for 30 days in the performance of or other agreement of the Mortgagor contained in the Note, or (d) Mortgagor's abatement the premises, or (e) Mortgagors, or any of them, if the indebtedness thereby secured shall die or become bankrupt or insolvent or proceedings under any bankruptcy, insolvency, adjustment, proceedings or procedure under any bankruptcy, insolvency or similar law shall be instituted or commenced to pursue or (f) proceedings that be commenced to foreclose or otherwise realize upon any lien, charge or encumbrance on it.

Stephen Richter

**Morris Trust and Savings Bank**  
123 West Monroe Street  
Chicago, Illinois 60602

