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JUL 31 1981
25955-150



TRUST DEED

6701936 CTC, L-31-01
THIS INDENTURE made

July 8,

THE ABOVE SPACE FOR RECORDER'S USE ONLY
P-81 between "ALBERT F. THOMPSON

THIS INDENTURE, made the July 8, 1981, between ALBERT F. THOMPSON
and MARY JANE THOMPSON, his wife

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth

THAT, WHEREAS the Mortgagors are justly indebted to the legal 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 THREE THOUSAND

THREE HUNDRED Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from July 8, 1981 on the balance of principal remaining from time to time unpaid at the rate of 10 per cent per annum in instalments (including principal and interest) as follows:

Two Hundred Dollars or more on the 15th day of August 1981, and Two Hundred Dollars or more on the 15th day of each 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 19 day of 19. 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 rate of 10 per annum, and all of said principal and interest being made payable at such banking house or trust company 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 Mavis Hamilton 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 its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situated, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS to wit:

Lot 33 (except the South 15 feet thereof) and Lot 34 in Block 15 in Gauntlet, Feuerborn and Klode's Belmont Heights Second Addition, being a Subdivision of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southwest fractional $\frac{1}{4}$ of Fractional Section 34, South of the Indian Boundary Line, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois



and with the property hereinafter described as referred to herein as the "premises."

TO HOLD with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits therefrom, during all such times as Mortgagors may be entitled thereto (which are pledged herein), and on a parity with said real estate and not exceeding, and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air, water, and water, light, power, refrigeration, whether such units or centrally controlled and ventilation, including (without restricting the same) screens, wind & shades, storm doors and windows, those coverings, major beds, awnings, stoves and water heaters. All of the foregoing are declared to be part of said real estate whether physically attached thereto or not, and it is agreed that "similar apparatus, equipment or articles hereinafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate."

TO HAVE AND TO HOLD the premises and the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all burdens and encumbrances, and by virtue of the Homestead Exemption Laws of the State of Illinois, which said law is waived by the Mortgagors, 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 a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the day of 5 and seal S of Mortgagors the day and year first above written

Albert F. Thompson [SEAL] Mary Jane Thompson [SEAL]

Albert F. Thompson [SEAL] Mary Jane Thompson [SEAL]

STATE OF ILLINOIS
Cook Co.

I, Burton A. Brown, a Notary Public in and for and residing in Cook County, in the State aforesaid, DO HEREBY CERTIFY
THAT Albert F. Thompson and Mary Jane Thompson

are ONE personally known to me to be the same persons whose names subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8 day of July 1981.

Burton A. Brown Notary Public
Notary Public

Notary Public

Open End Trust Deed - Individual Mortgagor - Secures One Instalment Note with Interest Included in Payment
W-12-74

REC'D COOK COUNTY CLERK'S OFFICE
JULY 11 1981

Burton A. Brown, 1 N. LaSalle St.,
Suite 1101, Chicago, IL 60602

Prepared by:
Burton A. Brown

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

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, to keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for hire not expressly subordinated to the lien hereof; (b) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (c) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (d) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (e) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors 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 (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each 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 policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the premium rate set forth therein. Action of Trustee or holders of the note shall never be considered as a waiver of any right according to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement 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 tax assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay 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 note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, costs for documentary and expert evidence, stenographer's charges, publication costs and costs which may be estimated as necessary to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, title insurance policies, survey certificates and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders of the note which may be had pursuant to such decree the true condition of the title to the real estate of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the premium rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with the above proceedings, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after service of such notice to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any forced sale or sale of the premises shall be distributed and applied in the following order of priority. First, on account of all costs and expenses incident to the forced sale or proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof are hereby secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest on amounts unpaid on the note, with any overplus to Mortgagors, their heirs, legal representatives, assigns, as their rights may appear.

9. Upon or at any time after the filing of this trust deed, the court in which such suit is filed may appoint a receiver of said premises. Such appointment may be made on or before or after suit is filed or before or after notice of the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a home or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the period of such receiver's tenure sufficient to meet the expenses of a sale and a deficiency, during the full statutory period of a deficiency notwithstanding that the court may grant a longer period of time, as well as during any partition times when Mortgagors, except for the intervention of such receiver, would be entitled to a share of such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and care and safety of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income or his hands in payment in whole or in part of (a) The indebtedness secured hereby or (b) any debts or credits arising out of a special assessment or other lien which may be or become superior to the lien hereof or of such debts provided, no application is made for a receiver save only for the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the rights of any person named shall be brought in any defense which would not be good and available to the party interposing such inaction. This up to date note has been duly executed.

11. Trustee or the holders of the note shall, at any reasonable time, inspect the premises at reasonable times and access thereto shall be permitted for that purpose.

12. Trustee from time to time may make such examinations and investigations as it deems necessary to inquire into the validity of the signatures or the identity, capacity, or authority of any person signing this trust deed or any instrument by which this trust deed is being held or recorded or to exercise any its own discretion in any respect whatsoever, and by the terms hereof, may be liable for any acts or omissions hereunder except in case of its willful gross negligence or wilful misconduct. The persons so employed may be given access to all books and papers of the persons so employed and they may require indemnities satisfactory to them for their exercising the powers herein granted.

13. Trustee shall receive this trust deed and any instrument relating thereto, power instrument or power of attorney, satisfactory evidence that all indebtedness secured by this trust deed has been satisfied and that Trustee may execute and deliver the instrument referred to, and at the request of any person on whom such instrument is to be delivered, to the original trustee or to a successor trustee, Trustee the trustee representing that all indebtedness hereby secured has been paid, which person, whether or not the original trustee, may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as true any affidavit or certificate of what bears as authentication on behalf of the person to be placed thereon by a prior trustee, insofar as such affidavit or certificate is in accordance with the description of the person which purports to be executed by the persons herein designated as successors trustee, and where the release is requested of the original trustee and it has never placed its indorsement or signature on the instrument referred to, it may accept as the genuine note herein described any affidavit or certificate presented and which contains in substance what is described herein contained of the note and which purports to be executed by the persons herein designated as successors trustee.

14. Trustee may register this instrument in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed. In case of the non-existence of a recorder or registrar, Trustee or the then Recorder or Deeds of the county to which the premises are situated shall file this instrument. Trustee or the then Recorder or Deeds of the county to which the premises are situated shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed is to be construed as a general power of attorney and to bind the heirs, executors, administrators and successors claiming under or through Mortgagors and their heirs, executors, administrators and successors and such persons and all persons liable for the payment of the indebtedness secured by this trust deed, and such persons shall be bound by the terms of this trust deed. The word "he" when used in this instrument shall be construed to mean all persons mentioned in this instrument.

16. Before this trust deed is recorded, Trustee may assess and recover for its services a fee determined by its rate schedule in effect when the trust deed is recorded. The amount of such fee, which is in addition to compensation for any other professional service performed under any other contract between the parties hereto. The amount of such fee, which is in addition to compensation for any other professional service performed under any other contract between the parties hereto.

FOR THE PROTECTION OF LENDER THE BORROWER AND
LENDER THE INSTRUMENT SECURED BY THIS
TRUST DEED SHOULD BE RECORDED BY CHICAGO TITLE
AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST
DEED IS FILED FOR RECORD.

Mavis Hamilton
1711 La Salle St. Ste. 2150
Chicago Ill. 60602

PLACE IN RECORDER'S OFFICE BOX NUMBER

RECORDED NO. 670936
CHICAGO TITLE AND TRUST COMPANY
John H. Smith
Trustee
Vice-President
Treasurer, Assistant Vice-President

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

END OF RECORDED DOCUMENT