

# UNOFFICIAL COPY

## TRUST DEED

THIS INDENTURE was prepared by:  
MICHAEL MAUS, Notary Public  
100 E. BURKE ROAD  
CHICAGO, ILLINOIS 60622

THIS INDENTURE, made February 5, 1980, between

ROBERT L. THOMAS and MARGARET M. THOMAS, his wife  
herein referred to as "Mortgagors", and REPUBLIC BANK OF CHICAGO, an Illinois Banking 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 Instrument 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 00/100 Dollars,

evidenced by one certain Instrument Note of the Mortgagors of even date herewith, made payable to THE ORDER OF  
BEARER.

and delivered, in and by whom 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 12 5/8 per cent per annum to its Holders (including principal and interest) as follows:

ONE HUNDRED & SEVENTY-ONE AND 74/100 Dollars or more on the 1ST day  
of APRIL 1980, and ONE HUNDRED & SEVENTY-ONE & 74/100 Dollars or more on  
the 1ST 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 1ST day of MARCH ~~1980~~ 2000. 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 any instalment unless paid when due shall bear interest at the rate  
of 12 5/8 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 REPUBLIC BANK OF CHICAGO  
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, conditions 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, all right, title and interest in and to the above described Real Estate and all of their estate, right,  
title and interest therein, same, lying and being in the CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, to wit:

LOT 1 IN BLOCK 14 IN W. F. KAISER AND COMPANY'S ARDALE PARK SUBDIVISION,  
A SUBDIVISION OF THE EAST 1/2 OF THE NORTH WEST 1/4 (EXCEPT THE WEST  
33 FEET THEREOF), OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 13 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**12<sup>00</sup>**

which with the property hereinafter described, is referred to herein as the "premises".  
TOGETHER with all improvements, fixtures, 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 presently and on a yearly basis with said real  
estate and not separately) and all apparatus, equipment or articles now or hereafter thereto attached to said premises, or in, on, or about the  
conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without limit but not the  
foregoing), screens, window shades, storm doors and windows, floor coverings, interior beds, stoves, ovens and water heaters. All of the  
foregoing are declared to be a part of and except whether physically attached thereto or not, and it is agreed that all similar apparatus,  
equipment or articles hereinafter placed on 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 unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the terms and  
conditions herein set forth, free from all rights and burdens under and by virtue of the Homestead Exemption Laws of the State of Illinois, which  
said rights and burdens 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 a part hereof and shall be binding on the mortgagors, their heirs,  
successors and assigns.

WITNESS the hand S and seal S of Mortgagors the day and year first above written.  
Robert L. Thomas [SEAL] Margaret M. Thomas [SEAL]  
ROBERT L. THOMAS [SEAL] MARGARET M. THOMAS [SEAL]

STATE OF ILLINOIS, I, Michaeline Mauz  
County of Cook ss. Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY  
THAT ROBERT L. THOMAS and MARGARET M. THOMAS,

his wife  
who are personally known to me to be the same persons S whose name S are 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.

Gave under my hand and Notarial Seal this 7th day of February 1980.  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES APR. 24, 1982  
NOTARY PUBLIC  
Michaeline Mauz Notary Public

Form NO. 1000, Trust Deed - Residential Mortgagor - Standard Form - Illinois Statute of Limitations Waiver included in Payment.  
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## RIDER ATTACHED TO TRUST DEED

16. If all or any part of the premises or an interest therein is sold or transferred, the Trustee or the Holder of the Note may declare all the sums secured by this trust deed to be immediately due and payable, in which event a notice of such acceleration shall be mailed to the Mortgagors. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagors may pay the sums declared due. If Mortgagors fail to pay such sums prior to the expiration of such period, the Trustee or the holder of the Note may without further notice or demand on Mortgagors invoke any of the applicable remedies permitted under this trust deed.
17. Subject to applicable law or to a written waiver by the Trustee or the Holder of the Note, the Mortgagors shall pay to Trustee on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this deed, payable as reasonably estimated initially and from time to time by Trustee on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including the Holder of the Note if it is such an institution). Trustee shall apply the Funds to pay said taxes and assessments. Trustee may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Trustee pays Mortgagors interest on the Funds and applicable law permits Trustee to make such a charge. Trustee shall not be required to pay Mortgagors any interest or earnings on the Funds unless otherwise required by law. Trustee shall give to Mortgagors, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this trust deed. If the amount of the Funds held by Trustee, together with the future monthly installments of Funds payable prior to the due dates of taxes and assessments, shall exceed the amount required to pay said taxes and assessments as they fall due, such excess shall be credited to Borrower on subsequent monthly installments of Funds. If the amount of the Funds held by Trustee shall not be sufficient to pay taxes and assessments as they fall due, Mortgagors shall pay to Trustee any amount necessary to make up the deficiency within 30 days from the date notice is mailed to Mortgagors requesting payment thereof. Upon payment in full of all sums secured by this trust deed, Trustee shall promptly refund to Mortgagors any funds held by Trustee.
18. All awards or payments heretofore or hereafter made by any public or quasi-public authority to Mortgagors relating to the premises by virtue of an exercise of the right of eminent domain (or from a sale made by negotiation in lieu of legal proceedings) by such authority (including any award or payment for a taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the premises) are hereby assigned to the Trustee. Trustee, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award or payment from the authorities making the same and to give proper receipts and acquittances therefor, and may, at Trustee's election, use such proceeds in any one or more of the following ways: (i) apply the same or any part thereof upon the indebtedness secured hereby, whether such indebtedness then be matured or unmatured; (ii) use the same or any part thereof to fulfill any of the covenants contained herein as the Trustee may determine; (iii) use the same or any part thereof to replace or restore the premises to a condition satisfactory to the Trustee; or (iv) release the same to Mortgagors. The Mortgagors, upon request by the Trustee, shall make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning all such awards or payments to the Trustee free, clear and discharged of any and all encumbrances of any kind or nature.

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whatsoever. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the premises by any public or quasi-public authority, Mortgagors shall continue to pay interest on the entire principal sum secured hereunder until any such award or payment shall have been actually received by the Trustee, and any reduction in the principal sum resulting from the application by the Trustee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt. If, prior to the receipt by the Trustee of such award or payment, the premises shall have been sold on foreclosure of this trust deed, the Trustee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this trust deed shall have been sought or recovered or denied, and of the reasonable attorneys' fees, costs and disbursements incurred by Trustee in connection with the collection of such award or payment.

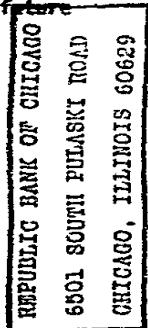
19. Mortgagors will not assign the whole or any part of the rents, income or profits arising from operation of the premises without the written consent of the Trustee, and any assignment thereof without such consent shall be null and void. Upon notice and demand, Mortgagors shall transfer and assign to the Trustee or the Holder of the Note, in form satisfactory to the Trustee, the lessor's interest in any lease now or hereafter affecting the whole or any part of the premises.

20. In the event of the passage, after the date of this trust deed, of any law deducting from the value of land for the purpose of taxation any lien thereon or changing in any way the laws now in force for the taxation of mortgages or trust deeds for State or local purposes or the manner of collection of such tax so as to make it obligatory upon the Trustee to pay such tax, or if any such tax is imposed under any existing law, then the whole of the principal sum secured hereby, together with accrued interest thereon shall, at the option of the Trustee or the Holder of the Note, after 30 days written notice to the Mortgagors, become due and payable, and the said Trustee shall have the right to foreclose immediately this trust deed, unless said Mortgagors shall pay such tax or charge forthwith upon demand; provided, however, that should the payment of such tax or charge result in usury, then only such portion of such tax or charge shall be paid by the Mortgagor, as will not amount to an exaction of interest in excess of the highest rate permitted by law.

21. If this trust deed is on a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors' obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Mortgagors and recorded together with this trust deed, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this trust deed as if the rider were a part hereof.

22. All rights and remedies given to the Trustee and the Holder of the Note by the covenants, undertakings and provisions of this trust deed, are deemed to be cumulative and not in any way in derogation to the rights of the Trustee or the Holder of the Note under the laws of the State of Illinois, and the invalidity of any one or more covenants, phrases, sentences, clauses or paragraphs of this trust deed shall not affect the remaining portions of this indenture, or any part hereof; and the failure on the part of the Trustee or the Holder of the Note to exercise any option or privilege granted under the Note or trust deed shall not be deemed a waiver of such option or privilege nor estop the Trustee or the Holder of the Note from at any time in the future exercising such option or privilege.

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**THE COVENANT, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):**

1. Mortgagor shall not construct, repair, restore or alter any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, or keep and maintain in good condition and repair, without written, and free from mechanic's or other liens or claims for labor not expressly subcontracted to the less herein, to pay when due any indebtedness which may be incurred by a lessee or charge on the premises superior to the less herein, and upon request exhibit satisfactory evidence of the discharge of such prior liens to Trustee or to holder of the note; (b) complete within a reasonable time any building or buildings now or at any time in process of erection upon and attached to, or comply with all requirements of law or municipal authorities with respect to the premises and the use thereof; (c) make no unusual alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor shall pay before any penalty attaches all general 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 copies of receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, as the same is provided by statute, any tax or assessment which Mortgagor may claim is invalid.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on and premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lessee is required by law to have an insurance policy providing for payment by the company issuing of insurance sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in amounts 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 renewed or other policies than the ones prior to the respective dates of expiration.

4. In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter required of Mortgagor in any sum and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or pay any indebtedness, of any and whatever kind, compensation or settle any such debt or other prior lien or note or claim thereof, or reduce any such debt or liability affecting and payable or contract any tax or assessment. All money so paid for any of the purposes herein authorized and if it is so paid or expended as compensation therewith, including attorney's fees, and any other sum, if any, advanced by Trustee or the holders of the note to protect the mortgaged premises and the less herein, plus reasonable compensation to Trustee for each matter concerning which such sums 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 reciting the date due, and otherwise the maximum rate set forth therein, but if Trustee or holders of the note shall never be indemnified as aforesaid by Mortgagor, then the same shall be due and payable to them on account of any default hereunder on the part of Mortgagor.

5. The trustee or the holder of the note hereby retains holding any payment hereby authorized relating to taxes or assessments, any debt or liability to any tax, or other or similar proceeding from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, fine, fee or rule or rule or claim thereof.

6. Mortgagor shall pay such and as much additional indebtedness incurred, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary in the note or this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of the sum or amount on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the note upon written notice.

7. The additional indebtedness herein created and because due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the less herein, or any and all interests in the less herein, there shall be allowed and included as additional indebtedness in the note for sale of all improvements and fixtures which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's costs, expenses, fees, outlays for a cause, any and expert evidence, photographs, charges, publication costs and costs (which may be incurred as to remove or to be expended in the early of the defense of preventing all such interests of title, title searches and examinations, and insurance policies, removal, transportation, and removal and reconstruction with respect to title as Trustee or holders of the note may deem to be reasonably necessary to prevent such title from falling into the hands of any title which may be had pursuant to such decree the true pedigree of the title is of the value of the principal, attorney's fees, charges and expenses of the nature as in this paragraph mentioned shall become so much additional indebtedness secured hereby and payable by the end of the year, with interest thereon at a rate equivalent to the post maturity rate set forth in the note reciting the date due, if any, or at the maximum rate set forth therein, when paid or incurred by Trustee or holder of the note in connection with any proceeding, suit, action, problem and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, defendant, or defendant, by reason of the less herein or any indebtedness hereby secured; or (c) preparations for the commencement of any suit for the foreclosure of the less herein or of any action to enforce whether or not actually commenced; or (c) preparations for the defense of any foreclosure suit or proceeding of which in the effect the premises or the security hereof, whether or not finally commenced.

8. The proceeds of any foreclosure sale of the premises shall be first used and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosed proceedings, including as such same as are mentioned in the preceding paragraph hereof; second, of other sums which under the laws of the state herein mentioned and the note additional to that evidenced by the note, with interest thereon at rates provided therefor, of principal and interest, necessarily unpaid on the note, fourth, any surplus to Mortgagor, their heirs, legal representatives or assigns, or their executors or administrators.

9. Upon, or at any time after the filing of a bill to foreclose the trust deed, in which such bill is filed may appoint a receiver of and premises. Such appointment may be made either before or after sale, either and without regard to the solvency or insolvency of Mortgagor or the time of application for such receiver and without regard to the date of filing of the premises or whether the same shall be then construed as a homestead or not and the trustee hereunder may be appointed as such or not. Such receiver shall have power to collect the rents, issues and profits of and premises during the pendency of such foreclosure suit, and, in case of a sale and a deficiency, during the full statutory period of redemption, whether the same be judgment or not, as well as during another period when necessary, except for the collection of such receiver, would be entitled to collect such rents, issues and profits, and all other expenses which may be necessary or are due in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or its any direct or indirect interest in the less herein, or any tax, special assessment or other lien which may be or become payable to the less herein or of such holder, provided such application is made prior to foreclosure sale, or (b) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the less herein or any provision hereof shall be subject to any decree which would not be good and available to the party enforcing same in an action at law upon the less herein secured.

11. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, condition or condition of the premises, or to inquire into the validity of the title or the identity, capacity, or authority of the grantee on the note or trust deed, nor shall Trustee be obliged to record this trust deed or to execute any power herein given unless expressly obligated by the less herein, nor be liable for any acts or omissions hereunder, except in case of gross neglect, negligence or misconduct on that of the agents or employees of Trustee, and it is not required, consideration or a before executing any power herein given.

13. Trustee shall receive the trust deed and the less herein by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee may execute and deliver a certificate hereof to and at the request of any person who shall, either before or after delivery thereof, produce and exhibit to Trustee the note, representing that all indebtedness thereby secured has been paid, which representation Trustee may accept as the sufficient notice. Where a release is requested of a survey or a title, such successor trustee may accept the same which bears an identification number pertaining to the original trustee or to the original trustee by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which may also be executed by the person herein designated as the successor trustee, and where the release is executed by the original trustee and it has been placed in identification number on the note described herein, it may accept the same which bears described note which may be presented and which conforms in substance with the description herein contained of the note and which pertains to be executed by the person herein designated as successor trustee.

14. Trustee may cause by instrument in writing filed in the office of the Recorder or Register of Titles in which this instrument shall have been recorded or filed, in case of the corporation, inability or refusal to act of Trustee, at their discretion title and title conveyance shall be suspended in Trust. Any successor to Trustee hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons 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. The word "note" when used in this instrument shall be construed to mean "note" when used in the note or this Trust Deed.

16. Subject to fiduciary provisions in section 72 of attached Rider.

**IMPORTANT:**

FOR THE FURNISHING OF NOTE THE BORROWER AND  
LENDER THE INSTALLMENT NOTE SECURED BY THIS  
TRUST DEED SHOULD BE IDENTIFIED BY REPUBLIC  
BANK OF CHICAGO, TRUSTEE BEFORE THE TRUST DEED  
IS FILED FOR RECORD.

Instrument No. 433

REPUBLIC BANK OF CHICAGO.

Trustee

*Mickelangelo Mauo*

Executive Vice President

BOOK  
MAIL TO:

REPUBLIC BANK OF CHICAGO  
6501 SOUTH KILBOURN ROAD  
CHICAGO, ILLINOIS 60629

FOR RECORDER'S INDEX PURPOSES  
WEEKLY STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
5800 SOUTH KILBOURN

CHICAGO, ILLINOIS

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PLACE

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