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TRUST DEED

COOK COUNTY, ILLINOIS
FILED 1980 FEB 11 7 563

Liberty R. Olson
RECORDER OF DEEDS

THIS INSTRUMENT WAS PREPARED BY:
MICHAELINE MAROS, REAL ESTATE BANK
1000 W. WASHINGTON ROAD
CHICAGO, ILLINOIS 60622

1980 FEB 11 7 563 25357563

THE ABOVE SPACE FOR RECORDER'S USE ONLY

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 Installment 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 Installment 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 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 in installments (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 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 installment 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, 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 to the Trustee, the receipt whereof is hereby acknowledged, do by these
present convey and WARRANT unto the Trustee, its successors and assigns, (1) the foregoing described Real Estate and all of their estate, right,
title and interest therein, situate, lying and being in the CITY OF CHICAGO, COUNTY OF
COOK AND 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.

which, with the property hereinafter described, is referred to herein as the "premises,"
TOGETHER with all improvements, accessories, easements, fixtures, and appurtenances thereto belonging, and all rent, issue and profits
thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged generally and on a joint and several basis to said real
estate and not secondarily) and all apparatus, equipment or articles now or hereafter located on or thereon used to supply heat, water, gas, air
conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without limitation) any
foregoing), screens, window shades, stairs doors and windows, floor coverings, indoor beds, awnings, eaves 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,
equipment or articles hereafter placed on the premises by the mortgagors or their successors or assigns shall be considered as constituting a 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 benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which
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 a 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.
X *Robert L. Thomas* [SEAL] X *Margaret M. Thomas* [SEAL]
Robert L. Thomas Margaret M. Thomas

STATE OF ILLINOIS,)
SS. *Michaeline Maros*
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
County of Cook) THAT ROBERT L. THOMAS and MARGARET M. THOMAS,
his wife

who are personally known to me to be the same persons whose names 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.

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

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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 Mortgagors, 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.

REPUBLIC BANK OF CHICAGO
6601 SOUTH PULASKI ROAD
CHICAGO, ILLINOIS 60629

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