

GEORGE E. COLE® LEGAL FORMS

FORM No. 206 September, 1975

TRUST DEED (Illinois) For use with Note Form 1448 hly payments including interest)

26 525 664

COOK COUNTY, ILLINOIS FILED FOR DECORD

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1983 NAR -4 PH 2: 23 26525664 The Above Space For Recorder's Use Only THIS INDENTURE, made December 31-19. 82., between _National_Boulevard_Bank_of_Chicago Not Individually but as Trustee, Trust No. 4192 ______herein referred to as "Mortgagors," and Jerry L.-Nelson, Vice_President, Drexel_National_Bank_____ herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer and delivered, in and by which note Mortgagors promise to pay the principal sum of Twenty Six Thousand Two Hundred Thirty-Five and 60/100 ---- Thomas from on the balance of p incipal remaining from time to time unpaid at the rate of _ _ per cent per annum, such principal sum and interest to be payable in ir tall nents as follows: Four Hundred Ninety One and 56/100 - - - - - - - on the _30th_day of _3 anuary_____, 19__83, and _ Four-Hundred_Ninety_One_and_56/100_-_on the _ 30th - day of cach and every 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 thr = 31stday of —December = 19 89 : all such payments on account of the indebtedness evidenced by said note to be applied fire to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting transplant to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of .. per cent per annum, and all sact payments being made payable at per cent per annum, and all cace payments being made payable at or at such other pl. ce. 5 a legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall be become at once due and payable, at the place of p nor national accountance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payroid, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the conditional sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this T ust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors by these presents CONVEY and WATHERST of the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, sinuat, lying and being in the The West 40 feet of the East 320 feet of the North ½ of Block 2 in Stony Island Heights Subdivision in the South West ¼ of Section 1 Township 37 North, Range 14, East of the AND STATE OF ILLINOIS, to wit: Third Principal MERIDIAN, in Cook County, Illin'is. Trafet's 00 This is a Second Mortgage 즲 which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, and appurtenances there be origing, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, viador beds, stoves and water heaters. All all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the remises by Mortgagors or their successors or assigns shall be part of the mortgaged premises, equipment or articles hereafter placed in the remises by Mortgagors or their successors and assigns, forcy of the foreyer, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Lors of the State of Illinois, which

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse ide of this Trust Deed) Mortgagors, their heirs, successors and assigns.

Vires bed done and seals of Mortgagors the day and year first above written. PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) National Boulevard Bank of Chicago, Not Individually, but as Trustee, Trust No. ST. VICE PRESMENT State of Illinois, County of I, the undersigned, a Notary Public in and for said County, in the State atoresaid, DO HEREBY CERTIFY that _ **IMPRESS** personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that h signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and official seal, this. _ day of _ Commission expires Notary Public This instrument was prepared by Hizabeth M. Baade, 3401 S. King (NAME AND ADDRESS) Drive ADDRESS OF PROPERTY: Chicgo, Il. 1625 East 91st Place --- Chicago, -Illinois-NAME DREXEL NATIONAL BANK THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED 'AIL TO: ADDRESS3401 S. King Drive

CITY AND Chicago, Illinois ZIP CODE 60616

RECORDER'S OFFICE BOX NO.

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SEND SUBSEQUENT TAX BILLS TO:

UNDER BURNARY

RIDER ATTACHED TO AND MADE A PART OF TRUST DEED OR 26 525 654

MORTGAGE DATED 12/82 UNDER TRUST NO. 4/72

This MORTGAGE or TRUST DEED in the nature of a mortgage is executed by NATIONAL BOULEVARD BANK OF CHICAGO, not personally but as Trustee under said Trust in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said NATIONAL BOULEVARD BANK OF CHICAGO hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be note, or in my other instrument given to evidence the indebtedness secured hereby shall be construed at creating any liability on the part of said mortgagor or grantor, or on said NATIONAL BOULFVAFD BANK OF CHICAGO personally to pay the said note or any interest that may accrue thereon, compy indebtedness accruing hereunder, or to perform any covenant, either express or implied, wrein contained, all such liability, if any, being hereby expressly the mortgage or trustee under said trust deed, the legal owner(s) or holder(s) of and that so far as the mortgagor or grantor and said NATIONAL BOULEVARD BANK OF CHICAGO personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing nereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. the by act

STATE OF ILLINOIS)
COUNTY OF COOK)

hereto

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I, MARIAN ROBINSON

a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT

M. Tillin

Assistant Vice President of National Boulevard Bank of Chicago and Chares A Vice

Assistant Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Bank for the uses and purposes therein set forth; and the said Assistant Trust Officer did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix the said Corporate Seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial Seal this 6 day of

26525664

NOTARY PUBLIC

My Commission Expires: My Commission

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from the 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 now or at any time in process of erection upon said premises; (6) complete within a reasonable time any building or buildings the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 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 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 and windstorm 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 gage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in ease 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 from any tax sale or forfeiture affecting said premises or contest any tax lien or other prior lien or title or claim thereof, or redeem and all expense p.id or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the hote o protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning payable without no acc and with interest thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a way for any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee of p colders 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 wild'ity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each tem of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the rencipal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors
- 7. When the indebtedness hereby sec red shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall become due whether by the terms of the note described on page one or by acceleration or of lllinois for the enforcement of a mortgage d ot. In any suit to foreclose the lien hereof, there shall be allowed and included as additional institutions 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 (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar at an assurances with respect to title as Trustee or holders of the note may deem to enter another necessary either to prosecute such suit or o ei dence to bidders at any sale which may be had pursuant to such decree the true concome so much additional indebtedness secured hereby and it muc in ely due and payable, with interest thereon at the rate of eight per cent porposate and bankruptcy proceedings, to which either of them are if he a party, either as plaintiff, claimant or defendant, by reason of this Trust right to foreclose whether or not actually commenced; or (c) preparations for the comment of any suit for the foreclosure hereof after accrual of such the premises or the security hereof, whether or not actually commenced:

 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the followine order of priority: First, on account
- 8. The proceeds of any foreclosure 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 foreclosure proceedings, including all variations as are mentioned in the preceding paragraph hereof; secinterest thereon as herein provided; third, all principal and interest remaining unput at fourth, any overplus to Mortgagors, their heirs, legal representatives of assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the there was of the ortenises or whether the same shall be then essues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be recessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said are receiver to apply the net income in his hands in payment in whole or in part of: (1) The incet adness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become such a perior to the lien hereof or of such the provision for the enforcement of the lien of this Trust Deed or of any provision bereof shall be subject to any defense which would not
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to a state which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access the eto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be differed this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any activer omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may reour indemnities satisfactory to him before exercising any power herein given.
- 13. Trustee shall release this Trust Deed and the lien thereof 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 release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebt dness such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have
- 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee.
 shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

^	•	or this trust Deed.
`,	IMPORTANT	The Installment Note mentioned in the within Trust Deed has been
	LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUST DEED	identified herewith under Identification No.
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