UNOFFICIAL COPY

TRUST DEED TRUST DEED Acchie R. Baygood and Vere L. Baygood, his wife 19 19 33, between Archie R. Baygood and Vere L. Baygood, his wife 19 19 34, between Archie R. Baygood and Vere L. Baygood, his wife 19 19 35, between Archie R. Baygood and Vere L. Baygood, his wife 19 19 35, between Archie R. Baygood and Vere L. Baygood, his wife 19 19 35, between Archie R. Baygood and Vere L. Baygood, his wife 19 19 35, between Archie R. Baygood and Vere L. Baygood, his wife 19 19 35, between Virian State Company in and by which sail installation Non Marquent promise to pay 10 per		. • •		
THIS INDENTURE, made Archie S. Haygood and Vera L. Haygood, his vice. Archie S. Haygood and Vera L. Haygood, his vice. berin stemed to a "Morgagen" and Chicagle City Mad at Tract-Company, a Corporation deplated under the handing have of the Sans of Histon, herein returned to a "Tracter" WITHINSSITH: That WHEREAS, Morragon are justly incidented to the legal heidern of a principal premisery note herein termed "Intalliness New" of ever date herevith, escented by Morgagen, made payable to the order of	•	24 JUN	000	
Archie R. Haygood and Vera L. Haygood, his wife to be the part of the bank ing have of the fluid. Ampregary and Chicagollary which and Tarad-Camban, a despitation distance under the handing have of the fluid and Illinois, here indered to a "Trust WHEREAS, Morgagons are jump incheded to the legal holders of a principal promineory nate herein termed "Latallment Note" of even date herevith, escented by Morgagon, made payable to the order of	THIS INDENTURE, made. April 26,	<u> </u>		~
herein referred to as "Martagener" and Chicagolical Edd and Periol Company, a desploation difficult under the handing base of the State of Illianis, herein referred to as "Interest" WITNESETH: That WHEREAS, Mortgagors are justly indefeated to the legal holders of a principal premissory note herein termed "Intellinean Note" of own date herevoith, executed by Mortgagors, made payable to the order of	Archie R. Haveond and Vera L. Haveond, his	vife5		100
That WHEREAS, Morgagors are justly indebted to the legal holders of a principal promittery note herein termed "Installment Note" of even date herewish, escented by Mortgagors, made payable to the order of	herein referred to as "Mortgagors" and Chicago City Bank and Trast Comp	any, a corpor	ation organized under the bank	- 10.0
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the pricipal sum of SEVEN THOUSAND SIX HUNDRED THIRTY FIVE AND 00/100- n	10800 City Bank & Trust Company in and by which said l	nstallment N	lote. Mortgagors promise to pa	v
and \$ 1.74.2 on the 26th day of each successive month thereshere, to and including the 25th day of May 1988 with a final payment of the balance due on the 26th day of May 1988 with a final payment of the balance due on the 26th day of June 1988 with histenet of provingly after naturity of the entire balance as them in provided at the rate of 15 (1) per annual sile to provide a being made payment of the balance as them in provided at the rate of 16 (1) and 17 (1) per annual sile of the proving a being made payment as and the office of Chicago (Chy stant and "our Company" in said city, which once further provides that at the effects of the place of payment aders and "our Company" in said city, which once further provides that at the effects of the place of payment aders and "our Company" in said city, which once further provides that at the effects of the place of payment aders and "our Company" in said city, which once further provides that at the effects of the place of payment aders and "our Company" in said city, which once the capture of a say ment aders and "our company" in the City of the place of payment and the place of payment aders and the course of the place of payment aders and the course of the place of payment aders and the course of the place of payment and the place of the place of payment and the place of t	SEVEN THOUSAND SIX HUNDRED THIRTY FIVE		100	
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NOW THEREFORE, to secure the payme." the "aid principal sum of money and interest in accordance with the terms, provisions and limitation of the above membrary one and of this Trust Boed, and the performance of the covenants and agreements herein contained, by the Morgagons to performed, and also in consideration of the sum of One Dollar in hand paid, the recipit wherein is hereby achowological, Mort, some by these presents CONNEY and WARRANT unto the Trustee, its successor and assigns, the following described R al Estat, and all of their estats, right, title and interest therein, the state of the STATE OF ILLINOIS, to wh: Lot Thirty-eight (38) and the South 5 feet of Lot Thirty-nine (39) in Block Two (2) in Bulmann's Subclivitation of Blocks 1-2-13 & 14 in Fernwood, being a Resultadificion of the Southwast & of Section 9, Township 37 North. Lange 14 East of the Third Principal Meridian, in Took Court. TOGETHER with all improvements, terements, easement and appuretaness thereto belonging, and all ruts, Easer and publis thought for a long and dering all auch times a Morgagors may be called thereto (which rents, saves and profits thought from a long and dering all auch times as Morgagors may be called thereto which rents, saves and profits thought more to articles more of herein used to supply back, gas, wart, light, power, refrigeration and a conditioning (whether single units or cearnilly controlled), and ventilation, including (without restricting the foregoing), zeroen, window shades, avaniage, stome does and window, floor coordinating (without restricting the foregoing), zeroen, window shades, avaniage, stome does and window, floor coordinating (without restricting the foregoing), zeroen, window shades, avaniage, stome does and window, floor coordinating (without restricting the foregoing), zeroen, window shades, avaniage, stome does and window, floor coordinating (without restricting the foregoing), zeroen, window shades, avaniage, stome does and window, floor coordinating (without restricting the foregoi	at the place of payment aloresaid, it case celault shall occur in the payment, interest in accordance with the term; thereof or in case default shall occur and of any other agreement contained in said Trust Deed (in which event election in said three days, without notice), and it at 2 parties thereto severally waive		and at the rate of mapping in the City of Chicago sence of such appointment, they wides that at the election of the percent at once due and payable and the percent of the	
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Witness the hands and shall be binding on Margagors, their alone written. PIEASE PRINT OR SEAL) WERA L. HAYGOOD THE NAME(S) SIGNATURE(S) State of White County of Cook S. I, the undersigned, a Notary Public in and for said County, in the State ARCHIE R. HAYGOOD SIGNATURE(S) State of White County of Cook S. I, the undersigned, a Notary Public in and for said County, in the State ARCHIE R. HAYGOOD WERA L. HAYGOOD SIGNATURE(S) State of White County of Cook S. I, the undersigned, a Notary Public in and for said County, in the State ARCHIE R. HAYGOOD WERA L. HAYGOOD SIGNATURE(S) State of White County of Cook S. I, the undersigned, a Notary Public in and for said County, in the State ARCHIE R. HAYGOOD WERA L. HAYGOOD HEREBY CERTIFY THAT Archie R. Haygood and Vera L. Haygood, his wife ARCHIE R. HAYGOOD STAL OF STALE OF STALE OF SAID STATE OF SAID STALE OF SAI	This Trust Deed consists of two pages. The covenants, conditions and provis	ions appearin	g on page 2 (the reverse side	<i>5</i> /2
State of White Country of Cook ss., I, the undersigned, a Notary Public in and for said Country in the State afficient, DO HEREBY CERTIFY THAT Archie R. Haygood and Vera L. Haygood, his wife afficient, DO HEREBY CERTIFY THAT Archie R. Haygood and Vera L. Haygood, his wife of AR bersonally known to me to be the same person so whose name. SEALPUBL subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that E.b. EY signed, sealed and delivered the said instrument as their own free and voluntary act. COU log 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 26thlay of April 10 83 Commission expires My commission expires May 25, 1986 NAME Chicago City Bank & Trust Company ADDRESS 815 W. 63rd Street	here set out in full and shall be binding on Mortgagors, their news, successors	inti azzikus.	A COURT MEY WERE	Š
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TO ADDRESS 615 W. 63rd Street	MAIT.	HICAGNOCI	UMENT WAS PREPARED BY	Fluse
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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 mechanic's liens or leins in favor of the United States or other liens or claims from fine not expressly subordinated to the lien hereof; (4) 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; (5) complete within a reasonable time any buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to 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 one halves have a second and the second or the premises and the second or the premise or holders of the note.

holders of the note.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sever service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or 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 derit 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 herey, 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 all 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 herein.

to may and renewal poncies, 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 herein, before required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of origin or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or nit! or caim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys [1], for no of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and ny ther moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus rea: nna! compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional index cares secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per c. i. per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on ac oun of any default hereunder on the part of Mortgagors.

5. The Trustee r. i.e. holders of the note hereby secured making any payment hereby authorized relating to taxes or assessmen's, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accurary of such bill, statement or estimate procured from the appropriate public office without inquiry into the accurary of such bill, statement or estimate procured from the appropriate public office without inquiry into the accurary of such bill, statement or estimate procured from the appropriate public office without inquiry into the accu

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7. When the indebtedness hereby "ceured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note of "rus" e shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enfo gene it of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the left of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the left of a real rus and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorn s," fe s, "rustees' fees, appraiser's fees, outlises' for expended after entry of the decree) of procuring all such abstracts of title, title searches and a mutations, guarantee policies. Torres certificates, and similar data and assurances with respect to title as Trustee or holders of the no e may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such secre, the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph: ention I shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the r to of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including, p. use can bankruptey occasing, is owishe either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trus Deed or any indebtedness shereby secured; or (b) preparations for the commencement of any stuff for the foreclosure hereof allowed in the following order of presents. Even the properties of the premises of the

menced; or (c) preparations for the defense of any threatened suit or rocer ling which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of fairy foreclosure sale of the premises shall be distribut an apolied in the following order of priority: First, on account of all costs and expenses incident to the forelosure proceedings, including such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute se are; indeed as a rementioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute se are; indeed as a rementioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute se are; indeed as a rementioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute se are; indeed as a finite second plant of the principal and interest remaining unpaid; fourth, any overplus to Morigagors, their heirs, legal representatives or assigns, as their rights may apper.

9. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the Court in one, such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, withou notice, without regard to the solvency or insolvency of Morigagors at the time of application for such receiver and without regard to the third value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may an ointed as such receiver. Such receiver as hall have power to collect the rents, issues and profits of said premises during the pendence of said period of such receiver, would be entitled to other tents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, posser on, ontrol, management and operation of the premises during the whole of said period. The Court from time to time may authorize

10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense 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, then to shall permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated ', record of this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or mistonduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.

he may require 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 indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, 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 never executed a certificate, on any instrument identifying same as the principal note described herein, he may accept as the genuine principal 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. sons 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 been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and suthority 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 "Mortagors" 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.

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER, THE NOTE SECURED BY THIS TRUST DEED
SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE
THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 3024 CHICAGO CITY BANK AND TRUST COMPANY, Trustee

END OF RECORDED DOCUMENT