1981 NOV 17 PM 1 06



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TRUST DEED | 3741781 555 185

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INFC TURE, made November 10

1981 . between

ONESTER MARTIN AND DOROTHY MARTIN, his wife herein referred to as "Morigagors." and CHICAGO TITLE AND TRUST COMPANY

an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUS11 E. witnesseth:

evidenced by one certain his alreat Note of the Mortgagors of even date herewith, made payable to THE ORDER OF NX軟件

ANTICNY A. POLOSHJIAN

and delivered, in and to which said Note the Mortgagors promise to pay the said principal sum and interest from December 1, 1981

on the balance of principal remaining from time to time unpaid at the rate of Eleven (11%)---- per cent per annum in instalments (including principal and interest) as follows

One Hundred Thirty Seven and seventy sixbollars on the 1st

of December 19 81 and One Hundred Thirty Seven £76/00 Itelas 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 pair, hall be due on the 1st day of November 19 91. All such payments on account of the indebtedness videnced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the remainder to principal provided that the remainder to principal of each instalment unless paid when due shall bear interest at the rate of seven per cent per annum, and all of said pri cipal and interest being made payable at such banking house or trust company in Chicago Illiants, as the holders of the note may, from time to time, in writing company in Chicago III no appoint, and in absence of such appointment, then at the office of

NOW, THEREFORE, the Mortgagors to secure the payment of the said princit also most immore and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements between 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 as two designed, do by these presents CONVEY and WARRANT unto the Trustee, its successions and assigns, the following described Real Estate and all of their eyes, e.g., title and interest therein, situate, lying and being in the COUNTY OF

Lot 40 in Diven's Subdivision of Block 3 in Harding's Subdivision of the West half of the North West quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

which, with the property hereinafter described, it referred to herein as the "premises."

TOGETHER with all improvements, tenements, fixtures, and appartenances thereto belonging, and all rents, issues, and post is the roof for two long and during all such times as Morteagors may be entitled thereto (which are pledged primarily and un a parity with said real estate and merces industy) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat; gas, air conditioning, water, light, power, it is come (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window, shows, storm down distribution for coverings, inador beds, awnings, stores and water heaters. All of the foregoing are deslared to be a part of said real estate whether provide attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their waves are 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 uses and trusts bettern were form all rights and benefits under and by strine 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,

.. and seal of Mortgagors the day and year first above written. ISEAL | Chester Martin

1. Walter B. Krych

STATE OF ILLINOIS.

a Notary Public in and for and residing in said County, in the State aforesaid, IX) HEREBY CERTIFY THAT Onester Martin and Dorothy Martin, his wife

who are personally known to me to be the same person 5 instrument, appeared before me this day in person and acknowledged that delivered the said Instrument as their free and voluntary: they

ed, Indiv., Instal.—Incl. Int.

Page 1

IOFFICIAL

Page 2

THE COVENANTS. CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

1. Martgagers shall [1] promptly repair, restore or technid any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; [2] keep said premises in good condition and repair, without waste, and free from mechanics or other here or slaims for her nor expressly subordinated to the hein hereof; [1] pay when due any indebtedness which may be weared by a hen or charge on the premises superior to the hen hereof, and upon request exhibit satisfactory evidence of the discharge of such prior hen to Trustee or to holders of the note; [3] complyes within a reasonable time any building or buildings now or at any time in process of erection upon said premises. [5] comply with all requirements of law or municipal ordinative with respect to the premises and the use thereof; [6] make no marterial alterations is easily premise except as required by law or municipal ordinative.

2. Mortgagers shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sweet 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 present default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to context.

present default hereunder Mortgagors shall pay in full under protest, in the manner provided by statite, any tax or assessment which Mortgagors may desire to context.

3. Mortgagors shall keep all buildings and improvements mow or hereafter situated on said premises mounted against low or damage by fire, lightning or more than the policies providing for payment by the insurance companies of nonegy sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in sompanies 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, in holders of the note, and in case of insurance about to expire, shall deliver renewal policies not level 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 hereinhefore 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 ensumbrances, fam, and purchase, disbarge, compromise or with an atx hen or other prior lie or title or claim thereof, or redeem from any tax sile or forfering affecting said premises or context any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or matred in onnection therewith, including attorneys fees, and any other moneys darkneed by Trustee or the holders of the note to protect the mortgaged premises and the lieu hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much their highest plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much between the reinfact of

interest o. th. note, or (b) when default shall occur and continue for three days in the ease of default in making payment of any instalment of principal or continued.

7. When the includency hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreshow the oen? Freed, in any suit to foreshow the len hereot, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and excess which may be paid or mentred by or on behalf of Trustee or holders of the note or Attorney's fees, appearer's fees outlays for decree or such as the paid or mentred by or on behalf of Trustee or holders of the note or for attorney's fees, appearer's fees outlays for decree of posturing all such abstracts of title, title searches and examinations, title insurance policies. Tourier's fees, appeared after entry of the decree of posturing all such abstracts of title, title searches and examinations, title insurance policies. Touriers certificates, and unified and assurances with reverse; the art Trustee or holders of the note may also which in a period of the interest of the reasonably necessary either to prosecute units unto to evidence to holders at any sale which in 3 b had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph is removed shall become so much additional indebtedness secured hereby and immediately due and payable, with interest therein at the rate of seven in cent per annum, when paid or mourted by Trustee or holders of the note in connection with (a) any proceeding, with interest therein at the rate of seven in cent per annum, when paid or mourted by Trustee or holders of the note in connection with (a) any proceeding, with interest proceedings, to which either of them shall be a party, either a plaintiff, claimant or defendant, by reason of this trust decd of any indebtedness hereby sociality, commence of a paragr

principal and interest remaining unpaid on the note, fourth any overplus to Mortgagots, their heiry legal representatives or assigns, as meri rigors may appear.

9. Upon, or at any time after the filing of a bit to 1 reclose this trivial deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or access are without notice, without regard to the solvency or insolvency of Mortgagots at the time of application for such receiver and without regard to the tiens she of the premises of whether the same shall be then oscupied as a homestead or not and the Printeen determines by appointment as such receiver. So ceiver shall have power to collect the tents, tosics and profits for such premises during any further times when Mortgagots, except fit the intervention of such receiver, would be entitled to collect such tents, tosics and profits and all other powers which may be necessary or are usual in such 65 s. So the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may achieve the receiver to apply the net mesure in his hands in payment in whole of in part (1) The indebtedness secured hereby, or be any decree forcelous; et his trust deed, or any tax, special assessment or other lens which may be or become superior to the lieft hereof or of such decree, provided such application is in azi, your to forceloure sale, 2) the definiency in case of a sale and definency.

10. No action for the enforcement of the height of only application is only a provision her of sall 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 provision of the remises and access thereto shall be permitted for that purpose.

11. Trustee of the holders of the note shall have the right to impose the permits at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title location, existence or condition if the premise, or to inquire into the validity of the signatures or the identity, capacity or authority of the signatories on the note of trust deed, nor shall T ast, be obligated to record this trust deed of to exercise any power networking males expressly obligated by the terms hereof, nor be hable for any act or on isons beteunder, except in case of its own gives negligence of misconduct or that of the agents or employees of Trustee, and it may require indemnities attracting to the fore exercising any power misconduct or that of the agents or employees of Trustee, and it may require indemnities attracting to the fore exercising any power herein given.

13. Trustee shall release this titust deed and the lien theretoof by proper instrument upon proportions of stricting the configuration of stricting exercises and exhibit to Trustee the mote, representing that indebted exist persons who shall, either before or after maximity thereof, produce and exhibit to Trustee the note, representing that indebted exist he produce and exhibit to Trustee the note, representing that indebted exist he produce and exhibit to Trustee most accept as true without inquiry. Where a release is requested of an indebted exist he produce and exhibit to make representing that indebted exist he produce and exhibit to make representing that one of the responsibility of the supporting to be executed by the persons herein despited of the original trustee and it has never placed the supporting to be placed thereon by a prior, "in the network of the control in substance with the description herein contained of the 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 Registra of Trust

IMPORTANT HIE NOTE SICURED BY THIS TRUST DEED SHOULD BE HENTER BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD	Identification No. CHICAGO TITLE AND TRUST COMPANY Positive. By Assistant Trust Officer Assistant Secretary Assistant Vice Position	
The Watter B. Krych 2159 N. Cherry & Cherry 3d. 66622	_	FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
Chicago 3d. 060622		

END OF RECORDED DOCUMENT