

UNOFFICIAL COPY

TRUST DEED

26192099

1982 APR 5 AM 10 56

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, MADE March 19, 1982, between Eddie L. Johnson & Roberta Johnson married to each other. APR - 5 82 6 05 019 201982 of the City of Chicago County of Cook State of Illinois herein referred to as "Mortgagors," and FIRST NATIONAL BANK OF CICERO, a National Banking Association doing business in Cicero, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holder 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 Eight Thousand & 00/100ths Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from March 19, 1982 on the balance of principal remaining from time to time unpaid at the rate of 18.97 per cent per annum in installments as follows: One Hundred Seventy Five & 45/100ths Dollars on the 19th day of May 1982 and One Hundred Seventy Five & 45/100ths Dollars on the 19th day of each successive 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 19th day of April 1989. 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 each installment unless paid when due shall bear interest at the then highest rate permitted by law and all of said principal and interest being made payable at such banking house or trust company as the holders of the note may, from time to time, by writing appoint, and in absence of such appointment, then at the office of First National Bank of Cicero, Cicero, Illinois.

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 to be paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:

The South 32 Ft. of the North 67 ft. of the East 117 ft. of Block 5 in Stony Island Heights Sub-division of the Southwest quarter (S4) of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

10-11

This instrument was prepared by
Ronald J. Rous, Vice President
First National Bank of Cicero
6000 W. Cermak Rd., Cicero, IL. 60650

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

TOGETHER with all improvements, tenements, easements, fixtures, and 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 primarily and on a parity with said real estate and not secondarily), and all apparatus equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-door beds, awnings, stoves 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 in 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 uses and trusts 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.

(SEAL) Eddie L. Johnson (SEAL)
Roberta G. Johnson (SEAL)
 C. E. POWELL

STATE OF ILLINOIS

SS

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

COUNTY OF COOK

EDDIE L. & ROBERTA G. JOHNSON
his wife

who _____ personally known to me to be the same person(s) whose name(s) _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ 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 Notarial Seal this _____ day of _____, A.D. 19 _____



Notary Public

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THE COVENANTS, COVENANTS AND PROMISES REFERRED TO ON PAGE(s) (the reverse side of this trust deed)

- Mortgagors shall (1) promptly repair, restore rebuild any building or improvements now or hereafter on the premises which may become damaged or destroyed, (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof, (3) 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, (4) complete 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 ordinances with respect to the premises, and the use thereof, (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 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 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 desire to contest.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or 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 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 clauses 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 is not to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default hereof, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore 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 encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or lien of claim thereon, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein 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 the then highest rate permitted by law. In action of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- The Trustee or the holders 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 official without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or other claim thereon.
- Mortgagors shall pay each and every installment of principal and interest on the note when due, according to the terms hereof. At the option of the holders of the note, and without recourse to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default of any installment or payment of any principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any such obligation after agreement of the Mortgagors herein contained.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise in accordance with the terms of the note or Trustee shall have the right to foreclose the lien hereof. In case of foreclosure the lien hereof, there shall be allowed and included against the indebtedness in the decree for sale all expenditures which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, appraisers' fees, outlays for documenting, advertising and other expenses, publication costs and costs (which may be included as to items to be expended after entry of the decree of foreclosure) during all such proceedings, including such items as commissions, expenses for notices, Torrens certificates, and similar data and assurances with respect to the premises, and the interest on the note may deem to be reasonable and just to prosecute such suit or to evidence to lenders at a sale when may be had pursuant to such decree the true condition of the title to the premises. All expenditures and expenses of the nature in this paragraph mentioned shall be so much additional indebtedness secured hereby and shall become immediately due and payable, with interest thereon at the then highest rate permitted by law, when paid or incurred by Trustee or holder of the note in connection with (a) any proceeding, including probable and bankruptcy proceedings, to enforce payment of any such debt by or on behalf of Trustee or holder of the note, or (b) any proceeding, including probable and bankruptcy proceedings, to enforce payment of any such debt by or on behalf of Trustee or holder of the note, or (c) any proceeding to foreclose or the security hereby secured, whether or not actually commenced, and all such indebtedness shall be subject to the same prior and paramount lien on the premises or the security hereof, whether or not actually commenced.
- The proceeds of any foreclosure sale shall be applied to the satisfaction of the indebtedness secured by this Trust Deed in the following order: first, on account of all costs and expenses incident to the foreclosure sale, including all such items as are mentioned in this paragraph; second, all other items which under the terms hereof are payable out of the proceeds of such sale, and to the extent of the proceeds of such sale; third, all principal and interest remaining due on the note; fourth, any surplus to Mortgagors, their heirs, assigns, representatives or assigns, as their rights may appear.
- Upon or at any time after the receipt of a bill or demand for the principal or interest on the note, or after the due date of any such bill or demand, such appointment may be made by the court in which the foreclosure proceedings are pending, or in any other court having jurisdiction of the premises, and the court so appointed may have authority to collect the principal or interest on the note, and to receive the proceeds of any sale of the premises during the pendency of such foreclosure suit, and to expend the same in the payment of the principal or interest on the note, and to apply the same to the satisfaction of the note, as well as during any further time when Mortgagors, except for the indebtedness mentioned in this paragraph, do not object to such receipts, disbursements and profits and all other powers which may be necessary for the proper and complete payment of the principal and interest on the note, and the operation of the premises during the whole of said period. The court may in its discretion, however, order the receiver to apply the proceeds of his receipts in payment in whole or in part of (1) the indebtedness secured hereby by this Trust Deed or any tax, special assessment or other lien which may be or become superior to the lien hereof, or (2) any other indebtedness which may be or become superior to the lien hereof, or (3) any other debt or liability which may be or become superior to the lien hereof, in whole or in part, and the receiver shall be subject to the order of the court in the exercise of such powers and authority.
- No action for the enforcement of this Trust Deed shall be subject to any defense which would not be a good and available to the party interposing same in an action on the note hereunder.
- Trustee or the holders of the note shall have the right to file this Trust Deed as a lien against the premises hereon, and the same shall be permitted for that purpose.
- Trustee has no duty to sign or file this Trust Deed, or the premises hereon, or to record this Trust Deed or to execute any power herein contained, unless and until he is duly authorized to do so by the holders of the note, and in each case of his own gross negligence or omission, and he shall be held responsible for any injury or damage which may be caused to the holders of the note by his failure to do so before exercising any power herein given.
- Trustee shall release the premises hereon from all encumbrances and liens which may be attached to the premises, whether or not such release is requested by the holders of the note, and he shall be held liable for any injury or damage which may be caused to the holders of the note by his failure to do so before exercising any power herein given.
- Trustee may resign the instrument hereof to any other officer or person designated as Successor in Trust, provided that the resignation shall have been recorded or filed in case of the resignation hereof by the holder of the note and the Successor in Trust, and the Successor in Trust shall have the same powers, duties and liabilities as the Trustee or Successor shall be entitled to exercise in connection with the performance of the duties hereof.
- The Trust Deed and all proceeds hereof shall be held by and extending to Mortgagors and their heirs, assigns, representatives or assigns, whether or not such persons shall have executed the note or this Trust Deed.
- Without the prior written consent of the holder or holders of the note secured hereby, the Mortgagors shall not convey or encumber title to the premises herein involved. The holder or holders of the note secured hereby may elect to accept at the option of the Mortgagors, in whole or in part, the balance as provided in the note for benefit of the Mortgagors, in each case after actual or constructive notice of such payment shall have been given to the Mortgagors, and the same shall be construed as a waiver of or acquiescence in any such constructive notice.

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

The installment note mentioned in the within Trust Deed has been identified herewith under identification No. _____
 FIRST NATIONAL BANK OF CICERO, as Trustee,
 By _____
 Vice President
 Trust Officer

NAME
STREET
CITY
RECORDER'S OFFICE BOX NUMBER 984

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

END OF RECORDED DOCUMENT