

UNOFFICIAL COPY

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This Indenture, Made October 2nd, 19 91, between

Raymond A. Bond and Catherine Bond, his wife

herein referred to as "Mortgagors," and

CHARLES B. ZELLER, Jr.

of Cook County, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as HOLDERS OF THE NOTE in the PRINCIPAL sum of Seventy Five Thousand and no/100ths (\$75,000.00)-----DOLLARS, evidenced by one Instalment 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 October 4th, 1991 on the balance of principal remaining from time to time unpaid at the rate of 10

per cent per annum in instalments as follows: Six Hundred Twenty Four and 98/100ths (\$624.98) Dollar/mo⁸Fe on the 4th day of November 19 91 and Six Hundred Twenty Four & 98/100th (\$624.98) Dollar/mo⁸Fe on the 4th day of each every month.

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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 4th day of April 19 92 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 instalment unless paid when due shall bear interest at the rate of 10 per cent per annum, and all of said principal and interest being 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 C. B. Zeller ~~XXXXXX~~ in said City 1457 W. Belmont Ave.

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, the receipt whereof is hereby acknowledged, do hereby presents CONVEY and WARRANT unto the Trustee, his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situated lying and being in the City of Cook and State of Illinois, to-wit:

Lot 22 in Block 1 in Collins and Gauntlett's Jefferson Gardens being a Subdivision of Blocks 11,12,13 in Anderson Addition to Jefferson Park a Subdivision of lots 6 to 10 both inclusive in Circuit Court Partition of the Northwest 1/4 of the Northwest Fractional 1/4 of Section 9, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 5343 North Linder Ave., Chicago, Illinois 60630 PTN: 13-09-110-008 Vol. 328

Lot 43 in Block 2 in Stensland's Second Subdivision in the South 1/2 of the South East 1/4 of Section 13, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 4145 North Rockwell, Chicago, Illinois 60618 PTN: 13-13-411-005-0000 Vol. 335

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 thereon 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, inador 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.

2750

XXXXXXXXXX

TRUST DEED

RAYMOND A. BOND & CATHERINE BOND,
his wife

in
Trustee
CHARLES B. ZELLER, JR.

PROPERTY ADDRESS
5343 North Linder Ave.
4145 North Rockwell

C. B. ZELLER
1457 West Belmont Ave.
Chicago, Ill. 60657

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Charles B. Zeller

The Instrument Note mentioned in the within
Trust Deed has been identified herewith by
the trustee. REL. # 3894.

(CHARLES B. ZELLER, JR.)

THIS INSTRUMENT IS PREPARED BY:

C. B. ZELLER
1457 WEST BELMONT AVENUE
CHICAGO, ILLINOIS 60657

Property of Cook County Clerk's Office

6-20-126

OFFICIAL SEAL
JOHN R. ELNIBLADE
Notary Public State of Illinois
My Commission Expires 7/1/32

I, *John R. Elniblade*, a Notary Public in and for and residing in said County, in the State aforesaid,
DO HEREBY CERTIFY THAT Raymond A. Bond & Catherine
Bodd, 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 Instru-
ment as their 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 *3rd* day of *October*,
1932, A.D. 19*32*.
John R. Elniblade
NOTARY PUBLIC

STATE OF ILLINOIS,
COUNTY OF COOK

UNOFFICIAL COPY

TO HAVE AND TO HOLD the premises unto the said Trustee, his 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagors shall (1) promptly repair, restore or rebuild 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 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 building now or at any time in process of erection upon said premises, to comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (5) make no material alterations in said premises except as required by law or municipal ordinance.

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 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.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on and premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by fire and marine 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 clause 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 about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. The Mortgagors hereby give, exclusively, authority to C. B. Zeller, Clerk of Cook County, Illinois, to place all fire and extended coverage insurance for the full insurable value of the improvements on the above described premises (but the said C. B. Zeller shall in no wise be liable for failure to place or renew such insurance). Each policy or renewal for a term of five years. The Mortgagors hereby agree to pay to said C. B. Zeller, the cost of such insurance at Board rates, and until so paid, such cost, with interest at seven per cent per annum, shall be so much additional indebtedness secured by this Trust Deed, unless such cost is paid within sixty days from the date of the issuance of such insurance.

5. 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 prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture 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 a 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 rate of seven per cent per annum. Inaction 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.

6. The Trustee or the holders of the note hereby authorized 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 validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

7. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice 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 in making payment of any instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

8. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness 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 attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (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 data and assurances with respect to title as Trustee or holders of the note 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 decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including produte and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to fore-

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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(SEAL) [Signature] (CATHERINE BOND, HIS WIFE)
(SEAL) [Signature] (RAYMOND A. BOND)

Witness the hand^s and seal^s of Mortgages the day and year first above written.

17. It is understood and agreed that in the event of the transfer of the legal title to the property, that the entire principal and interest shall become due as of the date of the said recordings of the transfer of the document.

16. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

15. IN THE EVENT of the resignation, death, or absence or removal from Cook County of said Trustee, or his inability, failure or refusal to act then (EHLIAGO) LITTLE AND THE ST. COOK COUNTY, is hereby made first Successor in Trust; and if for any like cause said Successor shall fail or refuse to act, then the person who shall then be acting as Trustee, and if for any like cause said Successor shall fail or refuse to act, then the person who shall then be acting as Trustee, and if for any like cause said Successor shall fail or refuse to act, then the person who shall then be acting as Trustee, shall have the identical title, power and authority as are herein given to Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

14. The genuine note herein described and which contains in substance with the description and the description of the note and which purposes to be executed by a prior trustee or which contains in substance with the description of the note and which purposes to be executed by a prior trustee as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as true without inquiry.

13. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to reveal this trust deed to exercise any power herein unless expressly obligated by the terms hereof, agents or employees of Trustee, and he may require independent subsistors to him before exercising any power herein given.

12. Trustee of the holders of the note shall have the right to inspect the premises at all reasonable times and access thereon shall be permitted for that purpose.

11. No action for the enforcement of the lien 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.

10. I am, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill 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 Mortgages at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the period of such receiver, whether there be redemption or not, as well as during any further time when Mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in the hands in payment in whole or in part of (1) The indebtedness secured hereby, or by any decree enforcing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provide such application is made prior to forty (40) days before the date of the determination in case of a sale and delivery.

9. 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 such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that entered by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.