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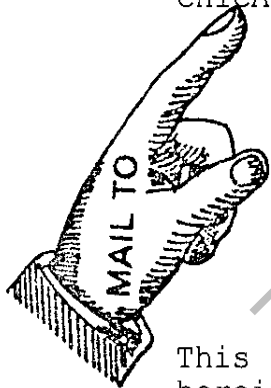
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Cook County Recorder 71.50

MAIL TO
WILMER METOYER
2036 N. Newland
CHICAGO, IL 60707



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TRUST DEED

This indenture made December 20, 1999 between CARY LA COUR, herein referred to as Mortgagor, and WILMER METOYER and EMMA METOYER of 2036 N. Newland, Chicago, Illinois, herein referred to as TRUSTEES witnesseth:

THAT, WHEREAS the mortgagor is justly indebted to the legal holder or holders of the Principal Promissory 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 Dollars evidenced by one Principal Promissory Note of the Mortgagor of even date herewith, made payable to WILMER METOYER and EMMA METOYER not as tenants in common but as joint tenants with rights of survivorship.

Mortgagors having delivered said principal note, being in the amount of SEVENTY FIVE THOUSAND DOLLARS maturing December 20, 2004 with interest thereon from December 20, 1999 until maturity at the rate of eight per centum per annum, with principal and interest being payable monthly on the 20th day of each month starting January 20, 2000 and on the 20th day of each month thereafter; with all interest and principal being due and payable on the 20th day of December, 2004. All of said principal and interest being made payable at such address as the holder of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of WILMER METOYER and EMMA METOYER, 2036 N Newland, Chicago, Illinois 60707.

NOW THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and interest and any additional sums which may be advanced, in accordance with the terms, provisions and limitations of this Trust deed and the performance of the covenants and agreements herein contained and in the notes, by the Mortgagor to be performed and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its

PROFESSIONAL NATIONAL
TITLE NETWORK, INC.

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successor and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate lying and being in the City of Chicago, County of Cook and State of Illinois, to wit:

LOT 36 IN OSGOOD AND MUIR'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1.4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

Permanent Real Estate Index Number: 16-01-326-037-0000.

Address of Real Estate: 844 N. California, Chicago, IL 60622

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 Mortgagor 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 covering, inadoor 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 premise by 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 successor and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, and for the equal security of said principal note hereinabove described, and free from all right 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.

notwithstanding the provision relative to due date set out above, all sums advanced pursuant to the terms of this Trust Deed or the Notes secured thereby shall immediately become due and payable, if all or any part of the Property or any interest in it is sold or transferred, legally or equitably, or subjected to any lien, or Mortgagor does not occupy said premises as their primary residence.

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Said acceleration shall apply to any transfer, except by operation of law, made without Trustee, or Holders of the Notes, prior written consent and the Trustee, or the Holders of the Notes secured, may at their option, require immediate payment in full of all sums secured by this Security Instrument upon said transfer. However, this option shall not be exercised by Trustee if exercise is prohibited by federal or state law as of the date of this Security Instrument. If Trustee or Holders of said note exercise the option to require payment in full, said party shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date said notice is delivered or mailed within which Mortgagor must pay all sums secured by this Security Instrument. If Mortgagor fails to pay these sums prior to the expiration of this period Lender may invoke any remedies permitted by this Security instrument without further notice of demand on Mortgagor.

As a condition precedent to making this loan, Mortgagor has represented that the premises being purchased shall be held for residential or residential rental purposes only. Mortgagor agrees that if he occupies said premises as his primary residence he will waive his right to homestead to the extent allowed by law and if Mortgagor marries and makes said premises his marital domicile, his spouse shall not occupy said premises as homestead property without the spouse of said Mortgagor, executing a document specifically waiving her homestead rights relative to same.

In addition to the moneys due under said mortgage, as long as said debt is outstanding, Mortgagor agrees to escrow with the Mortgagee each month an amount determined by Mortgagee to be sufficient to pay real estate and taxes as they become due and payable. If Mortgage should fail to make the required deposits in escrow or pay said taxes and insurance when they become due, Mortgagee is authorized to advance additional funds and add to the principal due and owing under the terms of this instrument, any funds advanced for said purpose.

Notices to be served on Mortgagor shall be shall be served to the Mortgagor at the address of the premises unless Mortgagor notifies Trustee and Holders of said notes of another address for notice.

This Trust Deed consists of not only the above, but also the covenants, conditions and provisions that follow which are incorporated herein by reference and are a part hereof and

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shall be binding on the mortgagors, their heirs, successors and assigns.

COVENANTS, CONDITIONS AND PROVISIONS

1. Borrower shall pay to Lender on the date monthly payments are due under the Note, until the Note is paid in full, a sum for yearly taxes which may attain a priority over this Security Instrument as a lien on the property, if any and yearly hazard or property insurance premiums. These items are called "escrow Items". Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

Upon payment in full of all sums secured, Lender shall promptly refund to Borrower any Funds held by Lender, that has not been used to pay said taxes and insurance premiums, or may apply any such funds held as a credit against the sums secured by this Security Instrument.

2. Payments shall be applied, first to any amounts required to be deposited pursuant to said agreement for escrow of taxes and insurance, then to interest, then to principal and then to any late fees due and payable due under the terms of said note.

3. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security instrument. Borrower shall pay all amounts as they become due and owing unless Borrower is paying into an escrow to cover payment of these amounts by Lender. Borrower shall promptly furnish to Lender all notices amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien within 10 days of the giving of notice.

4. Borrower shall keep the improvements not existing or hereafter erected on the Property insured against loss by fire, hazard included within the term "extended coverage" and any other hazards, including floods or flooding which

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Lender requires insurance. This insurance shall be maintained in the amounts and for periods that Lender requires. The insurance carrier providing insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of Loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible, the insurance proceeds shall be applied to the sums secured by this Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or notice not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph ___ the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent the sums secured by this Security Instrument immediately prior to the acquisition.

5. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall be in default if any

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forfeiture action or proceedings, whether civil or criminal, is begun that in Lender's good faith judgment could result in the forfeiture of the Property, or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and restate, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrowers interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest.

6. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations) then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest upon notice from Lender to borrower requesting payment.

7. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the anytime of or prior to the inspection specifying reasonable cause for said inspection.

8. The process of any aware or claim for damages, direct or consequential in connection with any condemnation or other taking on any part of the Property or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

If Property is abandoned by Borrower, or if, after notice by Lender to Borrower, that the condemor offers to

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make an award or settle a claim for damages Borrower fails to respond to Lender within 30 days after the date notice is given, Lender is authorized to collect and apply the proceeds, at its option either to restoration or repair of the Property or to sums secured by this Instrument, whether or not then due.

9. Any forbearance by Lender in exercising any right or remedy shall not be waiver of or preclude the exercise of any right or remedy.

10. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, but not extend the rights to any transferee of Borrower without the prior consent of the Lender.

11. Any notice to Borrower shall be given by delivering it or mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designated by written notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designated by written notice to Borrower. Any notice provided for shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

12. Borrower shall be given one conformed copy of the note and Security Instrument.

13. If all or any part of the Property or any interest in it is sold or transferred in any way, without the Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

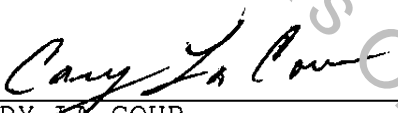
14. Neither Borrower, nor any person having access to the premises through the Borrower, shall cause or permit the presence, use or disposal, storage or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do anything, affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintain the property.

15. Borrower shall immediately give Lender notice of any investigation or suit brought relative to any building code violation or violation of any environmental law. Borrower shall reimburse Lender for any costs Lender incurs in protecting its security interest in said property relative to said suit.

16. To the extent allowed by law, Borrower shall reimburse Lender for any and all costs incurred by Lender relative to late payments and/or incurred by Lender in asserting its rights under this security interest to collect moneys due Lender relative to said security interest and debt.

17. If any clause of this document is found to be unenforceable, Lender reserves the right to strike said clause or provision from said security instrument.

WITNESS the hand and seal of Mortgagor the day and year first above written.



CARY LA COUR (SEAL)

State of Illinois
County of Cook

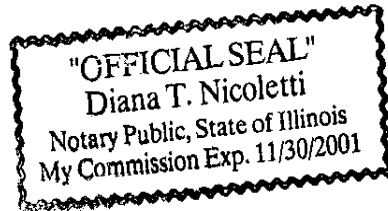
I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that CARY LA COUR a single man, never married, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth; for the uses and purposes therein set forth.

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Given under my hand and Notarial Seal this 20th day of
December, 1999.


Notary Public

This document prepared by Sara E. Sumner, 1934 N. Campbell,
Chicago, IL 60
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