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SPACE ABOVE THIS LINE FOR REC.

Loan No. 8805571

AMENDED AND RESTATED TRUST DEED

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THIS AMENDED AND RESTATED TRUST DEED (as the same may hereafter be amended, modified, supplemented, extended, consolidated or restated from time to time, hereinafter referred to as this "Trust Deed") is made as of the 30 day of September, 2000, by **THEODORE M. RICHARDSON** and **PHYLLIS RICHARDSON**, husband and wife (herein referred to as "Grantor"), in favor of **CHICAGO TITLE AND TRUST COMPANY**, as trustee ("Trustee") for the benefit of **BUILDER'S ASSOCIATES, INC.**, an Illinois corporation, having its principal place of business at 4100 W. 183rd Street, Country Club Hills, Illinois ("Beneficiary").

RECITALS:

A. The Grantors have executed and delivered to Beneficiary an Amended and Restated Principal Promissory Note dated of even date herewith in the principal amount of TWENTY THOUSAND FIVE HUNDRED and no/100ths Dollars (\$20,500.00) (which note, together with all notes issued in substitution or replacement thereof and/or as any of the foregoing may be amended, modified or supplemented from time to time, is hereinafter referred to as the "Note"), providing for the payment of monthly installments of principal and interest, with the balance thereof, if not sooner due or paid as set forth in the Note, due and payable on September 18, 2004 (said date, or any earlier date on which the entire unpaid principal amount shall be paid or required to be paid in full, whether by prepayment, acceleration or otherwise, is herein called the "Maturity Date");

B. Beneficiary wishes to secure (i) the prompt payment of the Note, together with all interest thereon in accordance with the terms of the Note, as well as the prompt payment of any additional indebtedness accruing to Beneficiary on account of any future payments, advances or expenditures made by Beneficiary pursuant to the Note or this Trust Deed or any other agreement, document, or instrument securing the payment of the indebtedness evidenced by the Note (the Note, this Trust Deed, and any other documents evidencing or securing the indebtedness evidenced by the Note or executed in connection therewith, and any modifications, renewals, and/or extensions thereof, are hereinafter collectively referred to as the "Loan Documents"), and (ii) the prompt performance of each and every covenant, condition and agreement now or hereafter arising contained in the Loan Documents of Grantors. All payment obligations of Grantors are hereinafter sometimes collectively referred to as the "Indebtedness" and all other obligations of Grantors are hereinafter sometimes collectively referred to as the "Obligations".

mail to: KATTEN MUCHIN ZAVIS

ATTN: Brett Smith

525 W. MONROE ST. - Ste 1600

Chicago IL 60661

BOX 333-CTI

PRE-BILLED TO RELEASE DEPARTMENT

PRE-BILLED TO RELEASE DEPARTMENT

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NOW, THEREFORE, TO SECURE TO BENEFICIARY the repayment of the Indebtedness and the performance of the Obligations, Grantors have executed this Trust Deed and do hereby irrevocably mortgage, grant, assign and convey to Trustee, IN TRUST WITH POWER OF SALE, under and subject to the terms and conditions hereof, and right of entry and possession for the benefit and security of Beneficiary, the real estate described on Exhibit A hereto (the "Property").

TO HAVE AND TO HOLD the Property and all parts thereof, together with the rents, issues, profits and proceeds thereof, unto Beneficiary to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein.

Grantors covenant and agree with Beneficiary as follows:

1. Grantors shall (a) promptly repair, restore and rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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 Beneficiary; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
2. Grantors 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 Beneficiary duplicate receipts therefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantors desire to contest.
3. Grantors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 Beneficiary, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of Beneficiary, 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 Beneficiary, 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 Beneficiary may, but need not, make any payment or perform any act hereinbefore required of Grantors 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

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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 Beneficiary 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 a rate equivalent to the highest post maturity rate set forth in the Note securing this Trust Deed, if any, otherwise the highest prematurity rate set forth therein. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Grantors.

5. The Trustee or Beneficiary 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 injury 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.

6. Grantors shall pay each item of Indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Beneficiary, and without notice to Grantors, 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 the Note, or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Grantors herein contained.

7. When the Indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary 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 Beneficiary 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 Beneficiary 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 a rate equivalent to the highest post maturity rate set forth in the Note securing this Trust Deed, if any, otherwise the highest prematurity rate set forth therein, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding including probate 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 foreclose whether or not actually commenced; or

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

8. 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 evidenced by the Note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, 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 the Grantors 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 the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Grantors, 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 his hands in payment in whole or in part of: (a) the Indebtedness secured hereby, or by any decree foreclosing 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, provided such application is made prior to foreclosure sale; (b) the deficiency in case of sale and deficiency.

10. 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 notes hereby secured.

11. Trustee or the Beneficiary shall have the right to inspect the premises 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 of the Property, or to inquire into the validity of the signatures or the identity capacity, or authority of the signatories on the Note or the Trust Deed, nor shall Trustee be obligated to record 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 its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

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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 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 notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the Note and which purport to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee, and it has never placed its identification number on the Note described herein, it may accept as the genuine Note herein described any notes which may be presented and which conform in substance with the description herein contained of the Note and which purport 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 of Registrar of Titles in which this instrument shall have been recorded or filed. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" 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.

16. Before releasing this Trust Deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed.

17. This Trust Deed amends and restates in its entirety that certain Trust Deed dated April 14, 1998, by Grantor and Trustee and is made in substitution therefor.

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IN WITNESS WHEREOF, Grantors do execute this Trust Deed as of the date set forth above.

GRANTORS:

Theodore M. Richardson
Theodore M. Richardson II

Phyllis Richardson
Phyllis Richardson

Identification No. 805571

CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

By: Arnette Wood
Its: ASST. VICE PRESIDENT

Attest: [Signature]
Assistant Secretary



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EXHIBIT A

LOT 183 IN DYNASTY LAKE ESTATES UNIT III, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 35, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

P.I.N.: 31-02-104-034-0000

PROPERTY ADDRESS: 3800 Edgewater Drive
Hazel Crest, IL 60429

