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Cook County Recorder 31.50

COOK COUNTY RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

0020244698

TRUST DEED
CTTC Trust Deed 7
Individual Mortgagor; One Installment Note
Interest Included in Payment
USE WITH CTTC NOTE 7
Form 807 R. 1/95
Account Number: 47636-32

THIS IS A 30-YEAR FIXED RATE MORTGAGE

This trust deed consists of six pages. The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns. THIS INDENTURE, made **JANUARY 30, 2002** between
EPISE D. ROGERS-HOLDA , DIVORCED AND NOT SINCE REMARRIED AND MELBA J. ROGERS-BRIGHT, A WIDOW
herein referred to as "Mortgagors" and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders Of The Notes, in the Total Principal Sum of **$94,400.00**
NINETY-FOUR THOUSAND FOUR HUNDRED DOLLARS AND 00/100 DOLLARS, evidence by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF UNITED CREDIT UNION and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from on the balance of principal remaining from time to time unpaid at the rate of **6.75** % percent per annum in installments (including principal and interest) as follows: **$306.14** Dollars or more on the **1ST** day of **MARCH** **2002**, and **$306.14** Dollars or more on **EVERY 14 DAYS** 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 **21ST** day of **NOVEMBER, 2025**. 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 each installment unless paid when due shall result in liquidated damages of:

1. **$ 20.00** PER LATE PAYMENT, or
2. PERCENT OF THE TOTAL MONTHLY PAYMENT, or
3. NO LIQUIDATED DAMAGES FOR LATE PAYMENT,

and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of **UNITED CREDIT UNION, 4444 S. PULASKI ROAD, CHICAGO ILLINOIS 60632-4011**, in said city,
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 the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the, COUNTY OF **COOK**, CITY/VILLAGE OF **CHICAGO** AND STATE OF ILLINOIS, to wit:
LOT 20 IN BLOCK 38 IN S. E. GROSS SUBDIVISION OF BLOCKS 27 TO 42 INCLUSIVE,IN DAUPHIN PARK 2ND ADDITION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY.
LOCATED AT547 E. 89TH PLACE, CHICAGO, ILLINOIS 60619-6831
PIN #25-03-221-020-0000

TICOR TITLE 479358

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, 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. 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.

Witness the hand and seal of Mortgagors the day and year first above written.

Epise D Rogers-Holda [SEAL] Melba J. Rogers-Bright [SEAL]

EPISE D. ROGERS-HOLDA MELBA J. ROGERS-BRIGHT

________________ [SEAL] ________________ [SEAL]

STATE OF ILLINOIS
County of COOK SS

I, the undersigned a Notary Public in and for the residing in said County, in the state aforesaid, DO HEREBY CERTIFY THAT **EPISE D. ROGERS-HOLDA, DIVORCED AND NOT SINCE REMARIED AND MELBA J. ROGERS-BRIGHT, WIDOW**
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 acknowledge that **THEY** signed, sealed and delivered the said Instrument as **THEIR** free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this **30TH** day of, **JANUARY** **2002**

________________ Notary Seal
Notary Public

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

1. Mortgagors 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 holders of the note; (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. 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 notes duplicate receipts therefore. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors desire to contest.
3. Mortgagors 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 the holders of the notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the notes, 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 notes, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

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4. In case of default therein, Trustee or the holders of the notes, or of any of them, may, but need not, make any payment or perform any act herein before 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 notes, or of any of them, 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 notes securing this trust deed, if any, otherwise the highest pre- maturity rate set forth therein. Inaction of Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.
5. The Trustee or the holders of the notes 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 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. 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 principal notes, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal notes,
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 Mortgagors herein contained.
7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, 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 notes, or any of them, 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 notes, or any of them, 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 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 notes securing this trust deed, if any, otherwise the highest pre- maturity rate set forth therein, when paid or incurred by Trustee or holders of the notes 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 (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 principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any overplus to Mortgagors, 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 Mortgagors 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 rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale of deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any times when Mortgagors, except for the intervention of such receiver, would be entitled to collect rents, issues and profits, and all other powers which may be

9(continued): necessary or are usual in such cases for the production, possession, control, management, and operation of the premises during the whole 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 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 holders of the notes, or of any of them, 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 Premises, 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.
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 principal notes, 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 notes 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 principal notes 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 principal notes described herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes 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 the binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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 principal notes 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 of successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust deed.

The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this Trust Deed.

IMPORTANT!FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 824411

CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

BY [signature]

Assistant Vice President, Assistant Secretary

CTTC Trust Deed 7. Individual Mortgagor One Installment Note Interest Included in Payment.
Use with CTTC Note 7. Form 807 R. 1/95

☐ **Recorders Box 333** ☒ **Mail To:**
United Credit Union
4444 S. Pulaski Road
Chicago, IL 60632-4011
Attn: Edward J. Mucha

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE:

547 E. 89TH PLACE
Mail
CHICAGO , IL. 60619-6831

UNITED CREDIT UNION

FIXED RATE LOAN MORTGAGE

FINAL PAYMENT IN 30 YEARS and NEED NOT BE RENEWED

TRUST DEED/INSTALLMENT NOTE DISCLOSURE RIDERS

824411

RIDER #1

This loan will be repaid in accordance with a 30 year loan amortization schedule.

RIDER #2 **CHANGE OF OWNERSHIP**

If the undersigned conveys, sells, transfers or assigns, or enters into an agreement to convey, sell, transfer or assign all or any part of such real estate, or any interest therein without the prior written consent of the holder hereof, excluding the following:

A) The creation of a mortgage encumbrance against the real estate, which is subordinate to said mortgage;
B) The grant of a leasehold interest of three years or less, not containing an option to purchase;
C) A transfer by devise, or descent.

The holder hereof; at his option, may declare all sums due hereunder immediately payable.

RIDER #3 **ESCROW ACCOUNT**

The mortgagor(s) shall pay and deposit with the legal holder of the fixed rate installment note on a monthly basis one twelfth (1/12) of the real estate taxes attributable to this property based upon the most recent ascertainable real estate tax bill. In addition the mortgagor(s) shall pay and deposit one twelfth (1/12) of all required insurance premium(s) relating to this loan. All escrow account monies shall be held by UNITED CREDIT UNION in a dividend bearing account for the benefit of the mortgagor(s) at the same rate and terms as applicable for the regular share savings account.

RIDER #4 **SECURITY FOR OTHER INDEBTEDNESS**

PROTECTION OF LEGAL HOLDER'S SECURITY - If mortgagor(s) fail to perform the covenants and agreements contained in this mortgage or if any action or proceeding(s) is commenced which materially affects legal holder's interest in the property, including but not limited to eminent domain, insolvency, code enforcement, "Civil or criminal forfeiture proceedings pursuant to the United States Code, as amended from time to time," arrangements, or proceedings involving a bankruptcy or decedent, then at legal holder's option, upon notice to mortgagor(s) may make such appearances, disburse such sums and take such action as is necessary to protect legal holder's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the property to make repairs.

If legal holder required mortgage insurance as a condition of making the loan secured by this mortgage, mortgagor(s) shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with mortgagor(s) and legal holders written agreement or applicable law. Mortgagor(s) shall pay the amount of all mortgage insurance premiums in the manner provided herein.

Any amounts disbursed by legal holder pursuant in this paragraph with interest thereon, shall become additional indebtedness of mortgagor(s) secured by this mortgage. Unless mortgagor(s) and legal holder agree to other terms of payment, such amounts shall be payable upon notice from legal holder to mortgagor(s) requesting payment thereof and shall bear interest from the date of disbursement at the rate payable from time to time on the outstanding principal balance under the terms and conditions of this note, unless payment of interest at such rate would be contrary to applicable law in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require legal holder to incur any expense or take any action hereunder.

Initials

824411

RIDER #5 **FUTURE ADVANCES**

Upon request of mortgagor(s), legal holder at its option may prior to release of this mortgage, may make future advances to mortgagor(s). Such future advances with interest thereon, shall be secured by this mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the additional sums of money advances exceed one-half (1/2) of the principal amount secured by this mortgage

RIDER #6 **LOAN RATE CHANGE**

At no time during the original mortgage period or any subsequent renewals, the interest rate charged **will not exceed 25.00% APR per annum.**

RIDER #7 **ASSIGNMENT**

It is expressly understood and agreed that the holder may assign this installment note for value to a third party.

RIDER #8 **MONTHLY PAYMENTS SUBMITTED - "MATURITY DATE"**

Monthly payment submitted in funds not available until collected shall continue to bear interest until collected. If monthly payment becomes due and payable on a Saturday, Sunday or legal holiday under the laws of the United States of America and/or the State of Illinois, the due date of said monthly payment shall be payable at the rate specified during such extension.

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

Epise D. Rogers-Holda [SEAL] Melba J. Rogers-Bright [SEAL]

EPISE D. ROGERS-HOLDA **MELBA J. ROGERS-BRIGHT**

[SEAL] [SEAL]

STATE OF ILLINOIS }
COUNTY of COOK } SS

I, the undersigned
a Notary Public in and for the residing in said County, in the state aforesaid, DO

HEREBY CERTIFY THAT EPISE D. ROGERS-HOLDA, DIVORCED AND NOT SINCE REMARIED AND MELBA J. ROGERS-BRIGHT, WIDOW 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 THEY signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30TH day of JANUARY 2002 .

Alice M. Sperlak
Notary Public

Notary Seal

"OFFICIAL SEAL"
Alice M. Sperlak
Notary Public, State of Illinois
My Commission Exp. 03/12/2005