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TRUST DEED

Trust Deed 7 Individual Mortgagor One Instalment Note Interest Included in Payment USE WITH NOTE 7 Form 807 R.6/98

THIS DOCUMENT PREPARED BY
TAMMY L. CIMINO
FOR FIRST SECURITY TRUST &
SAVINGS BANK 7315 W. GRAND
ELMWOOD PARK, IL. CO635

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Cook County Recorder

31.50



LaSalle Bank National Association for not be known as LaSaule National Bank as Successor Trustee

This trust deed consists of six pages (3 sheets 2 sides). 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

FEDRUARY 28, 2002

, between LASALLE BANK,

TRUSTEE UNDER THE PROVISIONS OF A TRUST ACREEMENT DATED OCTOBER 16, 1992, AND KNOWN AS TRUST NO. 117474 and not personally as "Mortgagors" and CHICAGO TITLE LAND 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 Note, in the Total evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to and delivered, in and by which said Note THE ORDER OF BEARER the Mortgagors promise to pay the said principal sum and interest from DATE OF DISBURSEMENT the balance of principal remaining from time to time unpaid at the rate of 'per cent per annum in install-\$2,781.04 Dollars or more ments (including principal and interest) as follows: \$2,781.04 Dollars or more APRIL, 2002 . and on the 15TH day of thereafter until said note is fully paid except that the final on the 15TH day of each MONTH payment of principal and interest, if not sooner paid, shall be due on the day of MARCH, 2017 . 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. /\$ / / / / / / / / PER/LATE PAYMENT, AF
- 2. /PERCENT OF THE TOTAL MONTHLY PAYMENT / 6/
- 3. NO LIQUIDATED DAMAGES FOR LATE PAYMENT,

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and all of said principal and interest being made payable at such banking house or trust company in. , Illinois, as holders of the notes may, from time to time, in writing appoint, ELMWOOD PARK and in the absence of such appointment, then at the office of FIRST SECURITY TRUST AND SAVINGS BANK" 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, CITY OF COUNTY OF AND STATE OF ILLINOIS, to wit: COOK CICERO

LOT 22 (EXCEPT THE EAST 5 FEET THEREOF) AND ALL OF LOT 23 IN BLOCK 5 IN FOURTH ADDITION TO BOILL VARD MANOR, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTH--EAST-QUARTER-AND T'LAT PART-OF-THE EAST HALF OF THE NORTHEAST QUARTER, LYING SOUTH OF THE CENTER LINE OF PARK AVENUE OF SECTION 32, TOWNSHIP 39 NORTH 24 CARREST OF THE CENTER LINE OF PARK AVENUE OF SECTION 32, TOWNSHIP 39 NORTH 24 CARREST OF THE CENTER LINE OF PARK AVENUE OF SECTION 32, TOWNSHIP 39 NORTH 24 CARREST OF THE CENTER LINE O RANGE 13, EAST OF THE TEIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #: 16-32-217-059-0006

COMMONLY KNOWN AS: 5758 WEST 351H STREET, CICERO, IL 60804

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

TOGETHER with all improvements, tenements, easements, fixture; 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 vincows, floor coverings, inador beds, awnings, stoves, and water heaters. All of the foregoing are declared to occapart 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 afore written.

known as LaSalle National Association formerly
known as LaSalle National Bank

Successor Trustee [SEAL]

This instrument is executed by LAS.

and not personally

evander (SEAL)

This instrument is executed by LASALLE BANK National Association [SEAL] personally but solety as Trustee, as aloresaud, in the exercise of the power and authority conterred upon and vested in it as such Trustee. All the last profesions stipulations overlasts and conditions to be period[SEAL]

ANK National Association are uncorresten by it scient as 170 200 is worselike, and not individuously and all signaturals herein mede are wise. an information and belief and are to be construde accordingly and no par rind lightly shall be asserted or be enthrosepte against LASALLE (LAS-

To trial Association by teason of any of the forms provisions

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STAFE OF	ILLINOIS
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COUNTY OF COOK

20639511

I,	the	undersigned	
	-		

a Notary Public in and for the residing in said

County, in the state aforesaid, DO HEREBY CERTIFY THAT SPRING ALEXANDER

15 TRUST OFFICER

who personally known to me to be the same person (whose name (subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivfree and voluntary act, for the uses and purposes therein set ered the said Instrument as Nev forth.

Given under my hand and Notarial Seal this 4th day of, March

SS

Notary Public

CHRISTINE C YOUNG

Notarial SealMOTARY PHONE, CHARL OF ILLINOIS

82486?

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

- 1. Mortgagors shall (a) promptly repair, restore ar i 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, (i) any building or buildings now under construction, (ii) or any building or buildings to be constructed upon said premises; (e) comply with all requirements of laws or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as require i 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 promises when due, and shall, upon written request, furnish to the Trustee or to the 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 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 note, under insurance policies payable, in case of loss or damage, to the 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 the 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.

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- 4. In case of default therein, the Trustee or the holders of the note, or any of them, 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 the Trustee or the holders of the note, or of any of them; to protect the mortgaged premises and the lien hereof, plus reasonable compensation to the 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 secured by this trust deed, if any, otherwise the highest pre maturety rate set forth therein. Inaction of the Trustee or the holders of the note shall never be considered as a waiver of any right accruing to them on account of any default become on the part of the Mortgagors.
- 5. 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 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.
- 6. Mortgagors shall pay each item of indebted as sherein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the instalment note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the instalment note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making any payment on the instalment 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 Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note, or the 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 the 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 tile 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 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 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 securit hereof, whether or not actually commenced.

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- 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 the rents, issues and profits of said premises during the pendency of such foreclosure tuit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be 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 incrposing same in an action at law upon the notes hereby secured.
- 11. Trustee or the holders of the notes, or of any of them, snall 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 frustee, 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 at the genuine principal note 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 in which this instrument shall have been recorded. 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 be 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.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE PRINCIPAL NOTE SECUREDBY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE LANDTRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Idenuffication No.	8	2466	1	C
CHICAGO TUTLE KA	MD TR	UST (OO)	IPANY	
BKY JULY	()	Solie		<u> </u>
Assistant Vice Pres	ident, A	sis ant 86	cretary.	`

Unit Clerki Trust Deed 7. Individual Mortgagor One Instalment Note Interest Included in Payment. Use with Note 7. Form 807 R 6/98

[J RECORDER'S	OFFICE E	BOX NUI	MBER 🕶
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[] MAIL TO:

BOX 32

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

NAME

Thomas L. Demas

STREET

6821 West North Avenue, Suite 201

CITY

Oak Park, Illinois 60302

5758 WEST 35TH STREET

CICERO, IL 60804