

TRUST DEED



0030041415

This Agreement made December 12, 2002, between MARTIN J.B. MATUSTIK, single, never married, and PATRICIA J. HUNTINGTON, single, never married, of 922 West Winona, Unit 3E, Chicago, Illinois 60640, herein referred to as "Mortgagors" and JAMES C. HUNTINGTON, JR. of 613 Twin Pine, Pittsburgh, Pennsylvania 15215, herein referred to as "Trustee", Witnessed:

THAT WHEREAS the Mortgagors are justly indebted to the Trustee upon the installment note of even date herewith, in the principal sum of ONE HUNDRED THOUSAND and NO/100 DOLLARS (\$100,000.00) payable to the order of and delivered to the Trustee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 1st day of December, 2011, and all of said principal and interest are made payable at such places as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the address of the Trustee at 613 Twin Pine, Pittsburgh, Pennsylvania 15215.

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 the 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 Ten Dollars in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Trustee and the Trustee's 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 Chicago, County of Cook in State of Illinois, To Wit:

UNIT 3-E AND GARAGE UNIT 5, AS DELINEATED ON THE PLAT OF SURVEY OF LOT 10 IN WHITE GALT AND PROUDFOOT'S SUBDIVISION OF BLOCK 4 IN ARGYLE, BEING A SUBDIVISION OF LOTS 1 AND 2 OF FUSSEY AND FENNIMORE'S SUBDIVISION OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LOTS 1 AND 2 IN COLEHOUR AND CONARROES SUBDIVISION OF LOT 5, SAID FUSSEY AND FENNIMORE'S SUBDIVISION, AFORESAID, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM MADE BY THE BANK OF RAVENSWOOD, A CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 28, 1977 AND KNOWN AS TRUST NUMBER 2588, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 24120449, TOGETHER WITH AN UNDIVIDED PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND PLAT OF SURVEY), IN COOK COUNTY, ILLINOIS.

The property hereinafter described is referred to as the "premises"

Permanent Real Estate Index Numbers: 14-08-403-026-1003 and 14-08-403-026-1011.

Address of Real Estate: 922 West Winona Street, Unit 3E and Garage Unit 5, Chicago, Illinois 60640-3229.

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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 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 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 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 Trustee and the Trustee's successors and assigns, forever, for the purposes, and upon the uses 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.

The names of record owners are: MARTIN J.B. MATUSTIK and PATRICIA J. HUNTINGTON

This mortgage consists of five pages. The covenants, conditions and provisions appearing on pages 3,4 and 5 are incorporated herein by reference and are a part hereof and shall be binding on mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

Martin J.B. Matustik  
MARTIN J.B. MATUSTIK  
SSN: 128-60-9151

Patricia J. Huntington  
PATRICIA J. HUNTINGTON  
SSN: 382-58-9952

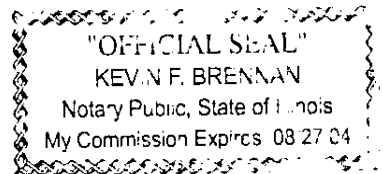
State of Illinois )  
                          ) SS.  
County of Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that *Martin J.B. Matustik and Patricia J. Huntington*, 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 instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this the 12<sup>th</sup> day of DECEMBER, 2002.

Kevin F. Brennan  
NOTARY PUBLIC

This instrument was prepared by: Kevin F. Brennan, Attorney at Law  
218 North Jefferson, Third Floor  
Chicago, Illinois 60661



Mail this instrument to: James C. Huntington, Jr.  
613 Twin Pine  
Pittsburgh, Pennsylvania 15215

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## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2

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 fees from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due and 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 the Trustee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) 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 the Trustee 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. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Trustee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Trustee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder there, then and in any such event, the Mortgagors, upon demand by the Trustee, shall pay such taxes or assessments, or reimburse the Trustee therefor; provided, however, that if in the opinion of counsel for the Trustee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event the Trustee may elect, by notice in writing given to Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Trustee, and the Trustee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of the mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Mortgagors shall keep all building and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the costs of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Trustee, under insurance policies payable, in case of loss or damage, to Trustee, such rights to be evidenced by the standard mortgagee clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Trustee, 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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7. In case of default therein, Trustee 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 attorney's fees, and any other moneys advanced by Trustee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Trustee shall never be considered as a waiver of any right accruing to the Trustee on account of any default hereunder on the part of the Mortgagors.

8. The Trustee 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.

9. 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 Trustee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage 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 installment 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.

10. When the indebtedness hereby shall become due whether by acceleration or otherwise, 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 expense which may be paid or incurred by or on behalf of Trustee for attorney'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, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee 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 of this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Trustee 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 defence of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. 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 evidence by the note, with interest as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be either before or after the sale, without notice, without regard to the solvency or insolvency of 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

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occupied as a homestead or not, and the Trustee 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 Mortgagors, except for the intervention or such receiver, would be entitled to collect such rents, issues and profits, and all other power 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: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, 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 the foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. 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.

14. The Trustee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagors shall periodically deposit with the Trustee such sums as the Trustee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Trustee, notwithstanding such extension, variation or release.

17. Trustee shall release this Trust Deed and lien hereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Trustee for the execution of such release.

18. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the note of this mortgage. The word "Trustee" when used herein shall include the successors and assigns of the Trustee named herein and the holder or holders, from time to time, of the note secured hereby.

19. This Trust Deed shall be governed by federal law and the law of the jurisdiction in which the property is located. In the event that any provision or clause of this Trust Deed or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Trust Deed or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Trust Deed and the Note are declared to be severable.

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