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Doc#: 0415532000
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 06/03/2004 09:40 AM Pg: 1 of 6

Property of Cook County Clerk's Office
TRUST DEED

MAIL TO: Atty. SANDRA JEAN WALTERS
203 EAST 113TH STREET
Chicago, IL. 60628

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TRUST DEED

THIS INDENTURE, made this 2nd day of June, 2004, between **SANDRA J. WALTERS married to Ronald L. Walters**, hereinafter referred to as "Mortgagor," and **LINDA M. GARNER married to Albert Garner Sr.**, hereinafter referred to as Mortgagee," and _____, witnesses:

THAT WHEREAS the Mortgagor are justly indebted to the legal holder(s) of the Installment Note hereinafter described, said legal holder(s) being herein referred to as Holder(s) of the Note, in the principal sum of **ONE HUNDRED THOUSAND AND TWENTY EIGHT & NO/100 (\$100,028.00) DOLLARS**, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to **LINDA M. GARNER** and delivered, in and by which said Note the Mortgagor promises to pay and said principal sum in installments as follows:

**Seven Hundred and Six (\$706.98) Dollars and no/cents
Beginning the 2nd day of July, 2004 and each month
thereafter until said Note is fully paid, with the
final payment of the balance due on the 2nd day of June, 2029,**

on the principal balance from time to time unpaid at the rate of 7% per cent per annum; each of said installments of principal bearing interest after maturity at the rate of [7%] per annum, and all of said principal and interest being made payable at such mortgagee's house in the City of Chicago, Illinois, as the Holder(s) of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of (To be arranged later) 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 consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT to the Trustee [its; his] successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situated, lying and being in

SEE ATTACHED EXHIBIT "A"

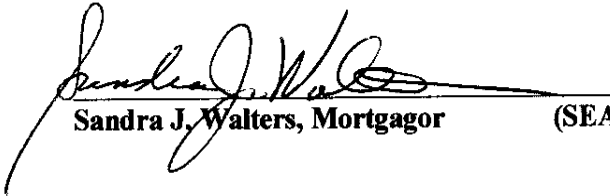
which, with the property hereinafter described, is referred to herein as the 'premises,'

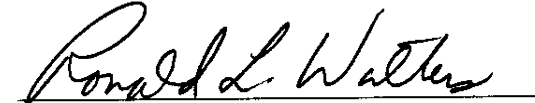
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) 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 Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

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This Trust Deed consists of four pages. The additional covenants, conditions and provisions appearing in the Addendum -- Pages 2-3 are hereby incorporated herein by reference as an integral part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

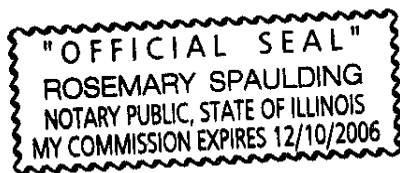

Sandra J. Walters, Mortgagor (SEAL)

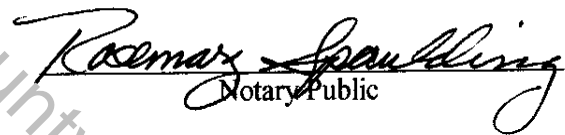

Ronald L. Walters, her husband
waiving homestead rights

STATE OF ILLINOIS
SS.
COUNTY OF COOK

I, Rosemary Spaulding, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT **Sandra J. Walters and Ronald L. Walters, her husband**, who are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he/they signed, sealed and delivered the said Instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notary seal this 2nd day of June, 2004.




Notary Public

ADDENDUM

ADDITIONAL TRUST DEED COVENANTS, CONDITIONS AND PROVISIONS

1. Mortgagors shall (a) promptly repair, restore or 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 note 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 may desire to contest.

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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 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 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.

4. In case of default therein, Trustee or the holders of the note 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 or the holders of the note 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 post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of 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 indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, 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 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.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note 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 note 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, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note 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 post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection

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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 note, with interest thereon 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.

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 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 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 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 a 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 note hereby secured.

11. Trustees or the holders of the Note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

 (SEAL)
LINDA M. GARNER, Mortgagee

11152 South Indiana Avenue
Chicago, Illinois 60628

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EXHIBIT A
Legal Description

THE WEST 65 FEET OF LOTS 1 AND 2 IN BLOCK 1 IN WILLIAM C. WOOD'S FIRST PALMER PARK ADDITION, BEING A SUBDIVISION OF THE WEST 141.3 FEET OF BLOCK 4 IN PULLMAN PARK ADDITION TO PULLMAN IN THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 203 East 113th Street, Chicago, Illinois 60628

PIN: 25-22-114-001-0000

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