

Trust Deed 7 Individual
Mortgagor One Instalment Note
Interest Included in Payment
USE WITH NOTE 7
Form 807 R.10/95

Jhange Jo



Doc#: 0635333165 Fee: \$36.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 12/19/2006 10:35 AM Pg: 1 of 7

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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

June 19, 2006

194 , between

herein referred to as "Mortgagors" and INE CHICAGO TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred o at TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Installment Note hereina: ter described, said legal holder or holders being herein referred to as Holders Of The Note, in the Total Principal Sum of (\$40,000.00) FORTY THOUSANS & 00/100------DOLLARS, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER SUPREME FINANCE CORPORATIONS delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from July 1, 200610x, on the balance of principal remaining from time to time unpaid at the rate of 12% per cent per annum in installments (including principal and interest) as follows: 400.00 **Dollars** August, 2006 400,00 or more on the lst day of or more on the lst day of each month thereafter until said note is they paid except that the final payment of principal and interest, if not sooner paid, shall be due on the lating of June, 19:2007All 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. 5% PERCENT OF THE TOTAL MONTHLY PAYMENT, or
- 3. NO LIQUIDATED DAMAGES FOR LATE PAYMENT,

BOX 333-CTI

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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 Northbrook and in the absence of such appointment, then at the office of SUPREME FINANCE CORP. 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 o the covenants and agreements herein contained, by the Mortgagors to be performed, and also in the consi eration 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

AND STATE OF ILLINOIS, to wit:

LOTS 41 AUD 42 IN RAYMOND'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 6 IN COCHRAN'S SUBDIVISON OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 906-908 N. WINCHESTER CHICAGO, ILLINOIS

Real Estate Wax #'s 17-00-421-041 & 17-06-421-042

This instrument was prepared by:

Laurence I. Guthmann 2970 Maria Avenue Suite 117 Northbrook, Illinois 60062

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 entitle 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 thereof used to supply heat, gas, air condition ing, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including ing (without restricting the foregoing), screens, window shades, storm doors and windows, floor covering 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 of assigns shall be consider 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 virti of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors hereby expressly release and waive.

WITNESS the hand and seal	of Mortgagors the day	and year	first afore written.
	(SEAL)	•	[SEAL]
martalkenar	[SEAL]	2.	[SEAL]

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STATE OF ILLINOIS

EDITH P. CAMPOS

NOTARY PUBLIC, STATE OF MENOIS

MY COMMISSION EXPIRES 3-2-20.00

SS Cook COUNTY OF a Notary Public in and for the residing in said Edith P. Campos County, in the state aforesaid, DO HEREBY CERTIFY THAT MARIKA KENAR who personally known to me to be the same person (s) whose name (s) subscribed to the foregoing instrusigned, sealed and delivment, appeared before me this day in person and acknowledged that SHE free and voluntary act, for the uses and purposes therein set ered the said Instrument as forth. Given under my hand and Notarial Seal this 19th day of, June, 2006 Notary Pathic

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## THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

Notarial Scal

- 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 mechanics 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 sucl 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 user thereof; (f) make no material alterations i said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and man 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 exceipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, an tax or assessment which Mortgagors desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insur 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 mone sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secure hereby, all in companies satisfactory to the holders of the notes, under insurance policies payable, in case 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 renewa 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 notes, or of any of them, may, but need not, mak 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 assess ment. 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 maturety rate set forth therein. Inaction of Truste or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any default become
- 5. The Trustee of 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, torfriture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when duaccording 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 occu 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 t be expended after entry of the decree) of procuring all such abstracts of title, title warches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to tile as Trusteor 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 tit 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 trus 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) prepa rations for the defense of any threatened suit or proceeding which might affect the premises or the securit 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 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 Jeniciency in case of sale and deficiency. 8271194
  - 10. No action for the enforcement of the lies 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 inquin 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 or spissions hereunder, except it 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 truste 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 rele is requested of the original trustee and it has never placed its identification number on the principal note

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 or 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 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 is 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 POTH THE BORROWER AND LENDER THE PRINCIPAL NOTE SECUREDBY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE CHICAGO TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

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27.119.4	
Identification No.	<del></del>
BY Assistant Sice President Assistant Secretary.	TC/O/A
Trust Deed 7. Individual Mortgagor One Instalment Note IntereForm 807 R.10/95	ist Included in Payment. Use with Note 7.  6.
[ ] RECORDER'S OFFICE BOX NUMBER 333	
MAIL TO:  NAME  SUPREME FINANCE CORPORATION ON 2970 MARIA AVENUE  SUITE 117  NORTHBROOK, ILLINOIS 60062	FOR INFORMATION ONLY INSE STREET ADDRESS OF ABO DESCRIBED PROPERTY HE
CITY	

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### **UNOFFICIAL COPY**

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- \*9.(c) In the event of sale or transfer of title in any way including as Assignment of Beneficial Interest.
- Obligor shall pay a delinquency charge of 5% per late payment per month after a (10) day delinquency.
- 18. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclesure of this Trust Deed, and its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.
- 19. An Escrow paymer a of 1/12 of the Insurance & Real Estate Taxes per month must be made in addition to the monthly paymer, of principal and interest.
- The Mortgagor hereby waives any and all rights of Reinstatement under the Laws of the State of Illinois.
- 21. The Mortgagor hereby waives any and all rights of Homestead under the Laws of the State of Illinois.
- 22. All of said installments of principal bearing interest play maturity at the rate of 2% per month.

#### 23. Lead Warning Statement:

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to Lead from head-based paint that may place young children at risk to developing Lead poisoning. Lead poisoning in young mildren may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to premanent memory. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the haver of any known lead-based paint hazards. A risk assessment or inspection for possible lead-base paint hazards is recommended prior to purchase"