UNOFFICIAL CO. BROA1000 Page 1 of

1998-11-18 13:41:34

Cook County Recorder

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08041000

TRUST DEED

606724

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, node NOVEMBER 12 , 1998 between ANDREA DEMOS	
THIS INDENTURE, mate Tructor	s," and
AND JAMES BARKED	herein
GLORIA GREGGORY:	
referred to as TRUSTEE, witnessed:	ifa-nly
THAT, WHEREAS the Trustors are justly indebted to the legal holders of a Credit Line Account Agreement (hereinafter un	поппп
· · · · · · · · · · · · · · · · · · ·	
the second second halder or he've is being begin referred to as Holders of the Note, the Trust Door or he've is being begin referred to as Holders of the Note, the Trust Door or he've is being beginning to	given to
and hereinafter described, said legal holder of its dery being herein referred to the are obligated to make loans and advances up to the Cre secure a Note of even date herewith by which the Holders of the Note are obligated to make loans and advances up to the Cre	dit Line
of \$ 15,000.00 Dollars.	
for a support of the local indebtedness of Trustors to the Holders of the Note, within the	e limits
It is the intention hereof to secure the payment of the tot independences of rustors at the date hereof or at a later date. All sucprescribed herein whether the entire amount shall have been advanced to Trustors at the date hereof or at a later date. All sucprescribed herein whether the entire amount shall have been advanced to Trustors at the date hereof or at a later date.	h future
prescribed herein whether the entire amount shall have been at an entire and the rest of the same extent as the amount of advances so made shall be liens and shall be secured by this Trust Deed equally and to the same extent as the amount of advances so made shall be liens and shall be secured by this Trust Deed equally and to the same extent as the amount of	iginally
advances so made shall be liens and shall be secured by this trust beed equally and to all such future advances shall be liens on the real liens and shall be liens on the real liens on the rea	property
advances so made shall be liens and shall be secured by and state beet equally advances shall be liens on the real padvanced on the security of this Trust Deed, and it is expressly agreed that all such future advances shall be liens on the real padvanced on the security of this Trust Deed, and it is expressly agreed that all such future advances shall be liens on the real padvanced on the security of this Trust Deed, and it is expressly agreed that all such future advances shall be liens on the real padvanced on the security of this Trust Deed, and it is expressly agreed that all such future advances shall be liens on the real padvanced on the security of this Trust Deed, and it is expressly agreed that all such future advances shall be liens on the real padvanced on the security of this Trust Deed, and it is expressly agreed that all such future advances shall be liens on the real padvanced on the security of this Trust Deed, and it is expressly agreed that all such future advances shall be liens on the real padvanced on the security of this Trust Deed, and it is expressly agreed that all such future advances shall be liens on the real padvanced on the security of this Trust Deed, and it is expressly agreed that all such future advances shall be liens on the security of th	
described below as of the date hereof.	with the
NOW, THEREFORE, the Trustors to secure the payment of the said principal sum of money and said interest in accordance	With the
11: include the Tenet Doed and the performance of the Covenants and agreements notion contained	a, by ale
and the consideration of the sum of (Ine I) ollar in hand hald line receipt whereou is necessarily	*100500 ,
CONTINUE AND ANT unto the Trustee its successors and a signs, the following described to the control of the con	brobord.
and all of their estate, right, title and interest therein, situate, lying and being in the CI(Y OF CHICAGO CO)	OUNTY
OF COOK AND STATE OF ILLINOIS, to wit:	
A ADDITION TO CHICAGO BLING A	
LOT 2 IN BLOCK B IN JAMES H. CAMPBELL'S ADDITION TO CHICAGO, PEING A	ON 1
4, TOWNSHIP 38 NORTH, RANGE 13, EAST TO THE THIRD TABLE 1309436 IN COOK ACCORDING TO THE PLAT THEREOF, RECORDED AS DOCUMENT NUMBER 1309436 IN COOK	
COUNTY, ILLINOIS.	
0001127 22222	
PIN 19-14-107-018	
110 17 14 107 020	
· •	

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

AND TARY PUBLIC STATE OF ILLUVOIS MY COMMISSION EXP. JULY 23,2000

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 Trustors 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 premises whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Trustors or their successors or assigns shall be considered as constituting part of the premises.

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 Trustors do hereby expressly release and waive.

This Trust Deed consists of four pages. The covenants, conditions and provisions appearing on Pages 3 and 4 are incorporated herein by reference and are a part hereof and shall be binding on the trustors, their heirs, successors and assigns. WITNESS the hand and seal ___ of Trustors the day and year first above written. [SEAL] STATE OF ILLINOIS,) ss.: COOK COUNTY OF CHERYL E. LEE County, in the State aforesaid, DO HEREBY CERTIFY 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 THEY that signed, sealed and delivered the said insurment as THEIR free and voluntary act, for the uses and purposes therein set forth. 12TV day of NOVEMBER Given under my hand and Notarial Seal this 1998 Notarial Seal Notary Public

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2

- 1. Trustors 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 the 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 and (f) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Trustors herein expressly covenant and agree to pay and keep current the monthly instalments on any prior mortgage and to prevent any default thereunder. Trustors further agree that should any default be made in the payment of any instalment of principal or any interest on the prior mortgage, or should any suit be commenced or other action taken to foreclose the prior mortgage, then the amount secured by this Trust Deed shall become and be due and payable in full at any time thereafter, at the option of Trustee or the Holders of the Note and in accordance with the Note. Trustors 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 the Holders of the Note duplicate receipts therefor. To prevent default hereunder, Trustors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Trustors may desire to contest.
- 3. Trustors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and vin lstorm (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, or Frustee 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.
- 4. In case of default therein, Truster or the Holders of the Note may, but need not, make any payment or perform any act hereinbefore required of Trustors 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 foliciture affecting said premises or contest any tax or assessment. Trustee or the Holders of the Note shall have the option to pay the schedule in onthly instalments on any prior mortgage and, to the extent of the amount so paid, become subrogated to the rights of the trustee identified on the prior mortgage. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in cornection therewith, including attorney's fees, and any other moneys advanced by Trustee or the Holders of the Note to protect the premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, wall 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 the Holders of the Note shall never be considered as a waiver of any right accruing to them on the part of Trustors.
- 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 application of side public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale to relating to taxes or assessments, may be according to any bill, statement or estimate or into the validity of any tax, assessment, sale to relating to taxes or assessments, may be according to any bill, statement or estimate or into the validity of any tax, assessment, sale to relating to taxes or assessments, may be according to any bill, statement or estimate procured from the application of the the application of
- 6. Trustors 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 Trustors, all unperior indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become one and payable 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 Trustors herein contained. In the event of the death of one of the Trustors, the Holders of the Note or Trustee shall have the option to declare the unpaid balance of the indebtedness immediately due and payable.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or other wise, the 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 the Holders of the Note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and experience, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the deline) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar deline and assurances with respect to title as Trustee or the 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

Form 39A Trust Deed—Individual Mortgagor—Secures One Principal Note—Term R. 4/97

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2: (CONTINUED)

Trust Deed, if any, otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or Holders of the Note 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; (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.

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