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COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sidney K. Olson
RECORDER OF DEEDS

TRUST DEED

25660395

NOV 12 AM 9:00

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This instrument was prepared by Louis E. Siciliano, 20180 Governors Highway, Olympia Fields, Illinois 60461. 20.03.310.007

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made September 11, 1980, between FRANCES D. WILLIAMS, a widow and not since remarried.

herein referred to as "Mortgagors," and CHICAGO TITLE AND 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 holder or holders of the Instalment Note hereinafter described, said legal holder or holders being referred to as Holders of the Note, in the principal sum of Twenty-Four Thousand and Three Hundred and Seventy-Five (\$24,375.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~FRANCES D. WILLIAMS~~ ~~deceased~~ Louis Cummings, Jr. and Louise A. Cummings, as Co-Executors of the Will of Irene Coleman, and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from _____ Date _____ on the balance of principal remaining from time to time unpaid at the rate of _____ eleven (11%) _____ per cent per annum in instalments (including principal and interest) as follows: Two Hundred and Seventy-Seven and 35/100 / (\$277.35) Dollars on the _____ first _____ day of _____ November _____, 1980, and Two Hundred and Seventy-Seven and 35/100 Dollars \$277.35 on the _____ first day of each month _____ thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the _____ first _____ day of _____ October, 1995 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 the principal of each instalment unless paid when due shall bear interest at the rate of 12% per annum, and all of said principal and interest being made payable at such banking house or trust company in _____ Chicago, Illinois _____ Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of D'Annunzio, Pflaum, Wyatt & Riskind 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 unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO _____ COUNTY OF _____ COOK _____ AND STATE OF ILLINOIS,

to wit: The North 45 feet of Lot 3 (except the East 25 feet) in Hubbard's Subdivision of North 4 acres of the North 1/4 of the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian,

12.00

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 a 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 the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand _____ and seal _____ of Mortgagors the day and year first above written. *Frances D. Williams* [SEAL] _____ [SEAL] Frances D. Williams _____ [SEAL] _____ [SEAL]

STATE OF ILLINOIS, I, _____ Louis E. Siciliano, _____ } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of _____ Cook _____ Frances D. Williams, a widow and not since remarried.

who is personally known to me to be the same person _____ whose name is _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she _____ signed, sealed and delivered the said Instrument as _____ her _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ 13th _____ day of _____ October, _____, 1980. *Louis E. Siciliano* Notary Public



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RIDER TO TRUST DEED DATED September 11, 1980
BY AND BETWEEN FRANCES D. WILLIAMS, MORTGAGOR,
AND CHICAGO TITLE AND TRUST COMPANY, MORTGAGEE.

16. Nothing herein contained shall be deemed to excuse Mortgagor from repairing or maintaining the premises as provided in Paragraph 1 hereof or restoring all damage or destruction to the premises, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Trustee of any insurance proceeds shall not cure or waive any default or notice of default under this Trust Deed or invalidate any act done pursuant to such notice.

17. This Trust Deed is a part-purchase money trust deed, to be recorded simultaneously with a deed executed and delivered this day by Louis Cummings and Louise A. Cummings, not individually, but as Executors of the Estate of Irene Coleman, Deceased, conveying the same premises to Mortgagor, the sum of money hereby secured being the unpaid balance of the purchase price of the real estate herein described.

18. If Trustee is made a party defendant to any litigation concerning this Trust Deed or the premises or any part thereof or therein, then Mortgagor shall indemnify, defend and hold Trustee harmless from all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Trustee in any such litigation, whether or not any such litigation is prosecuted to judgment. If Trustee commences an action against Mortgagor to enforce any of the terms hereof or because of the breach by Mortgagor of any of the terms hereof, or for the recovery of any sum secured hereby, Mortgagor shall pay to Trustee reasonable attorneys' fees and expenses, and the right to such attorneys' fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Mortgagor breaches any term of this Trust Deed, Trustee may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach by Mortgagor, Mortgagor shall pay Trustee reasonable attorneys' fees and expenses incurred by Trustee, whether or not an action is actually commenced against Mortgagor by reason of breach.

19. Any of the following events, whether occurring with respect to Mortgagor or any one or more of its beneficiaries, shall be deemed an event of default hereunder and it is further agreed that such default shall entitle the holder of the Note and the Trustee to take any or all of the actions set out in Paragraphs 3 and 4 of this Trust Deed:

(a) If Mortgagor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for herself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Mortgagor or of all or any

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part of the premises, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing her inability to pay her debts generally as they become due; or

(b) If a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Mortgagor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of Mortgagor or of all or any part of the premises, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Mortgagor and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days after its entry or levy; or

(c) Any sale, assignment or transfer of any right, title, or interest in and to said premises or any portion thereof, whether such sale, assignment or transfer be voluntary, involuntary or by operation of law, and whether for valuable consideration, gift or as security for repayment of debt or performance of any undertaking or agreement.

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