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PREPARED BI: William B. Phillips, Esq. Stein, P.C. PREPARED BY: Malato & Stein, P.C. 77 West Washington Street Chicago, Illinois

TRUST DEED

THIS INDENIURE, made August 24, 1391, between NYAMBI EBIE and MARIE MAMUA EBIE, his wife, herein referred to as "First Party", and CHICAGO TITLE & TRUST COMPANY, herein referred to as TRUSTEE, witnesset

referred to as TRUSTEE, witnesset. THAT WHEREAS, First Party has cold rently herewith executed an installment note bearing even date herewith in the principal sum of TWO HUNDRED THOUSAND and 00/100 DOLLARS (\$200,000.00) made payable to incorder of BEARER, and delivered, in and by which said Note the First Party promises to pay the said principal sum together with interest on the unpaid balance from time to time at the rate of fifteen per cent (15%) per annum from September 3, 1981, in monthly installments of principal and interest of TWO THOUSAND FIVE HUNDRED SIXTY-ONE and 68/10. DLLARS (\$2,\$61.68) on the 1st day of Cotober, 1981, and on the 1st day of each and very month thereafter for forty-six (46) consecutive months and a final payment equal to the unpaid principal balance and accrued interest on the 1st day of September, 1965. Said payments of interest and principal shall be made at such banking house or trust scapany in Chicago, Illinois, as the legal holder of said Note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of IA STALE NATIONAL BANK, 135 South LaSalle Street, Chicago, Illinois, 60603.

NOW, THEREFORE, First Party to accure the payment of the said principal sum of money and said in tree, in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receil t whereof is hereby acknowledged, does by these presents grant, remise, release, allen and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and Cook being in the COUNTY OF AND STATE OF ILLINOIS, to wit:

Lot 7 (except the West 3 Feet) and Lot 6 (except the East 20 Feet) in Clark and Trainers Subdivision of Parts of Lot 7 to 10 inclusive in Blc.k 16 in Lyman, Larned and Woodbridges Subdivision of the East 1/2 of the North West 1/4 and the North West 1/4 of the North East 1/4 of Section 11, Township 3° North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances theretong and durin all such times as First Party, its successors or assigns may be entitled theretong and not secondarily), and all apparatus, equipment or articles now or hereafter there er, light, power, refrigeration (whether single units or centrally controlled), and ventilation downshades, storm doors and windows, floor coverings, inador beds, awnings, stores and wate aid real estate whether physically attached thereto or not, and it is agreed that all similar mises by First Party or its successors or assigns shall be considered as constituting part of the TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forcet forth.

forth.

IS VIRTHER UNDERSTOOD AND AGREED THAT:
Until the indebtedness aforesaid shall be fully paid, and in eas
e or rebuild any buildings or improvements now or hereafter or
de condition and repair, without waste, and free from mechanic'
y when due any indebtedness which may be secured by a lien
tory evidence of the discharge of such prior lien to Trustee o
ISS now or at any time in process of erection upon faid premis
before any ready attached its fermion from the process
it the premises when due, and upon written request, to furnish
protest, in the manner provided by statute, any tax or assessme
now or hereafter situated on said premises insured against loss
flustrance companies of moneys sufficience. Although

NAME E STREET INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

1020-30 Hyde Park Boulevard

Chicago, Illinois

BOX 533

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holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to extirc, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth 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 tille or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or centest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in conscion therewith, including attorneys fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and tonal indebtor, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtor, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtor, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtor, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtor, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtor, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtor, plus reasonable compensation of a province of the note and any

mediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on occount of any of the provisions of this paragraph.

2. The Trustee or the holders of the note hereby accured 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.

3. At the option of the holders of the note and without notice to Tirst Party, its successors or assigns, all unpaid indebtedness accured 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) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expl state of the note of Trustee shall be aftered the expl state of the note of Trustee shall have the right to foreclose the in hereof. In any sult to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for allowed any expenditures and expensive such 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, outlaw for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after native of the decree) of procuring all such abstracts of title, tile searches and examinations, guarantee policies, Torrens certificates, and similar data and assi

rights may appear.

6. Upon, or at any time after the filing of a h it to forcelose this trust deed, the court in which such bill is filed may appoint a receiver of said press. Such appointment may be made either before or after such thousand the body of the population of the pressor of the person or persons. If an, the for the payment of the bidbledness secured hereby, and without regard to the solvency or insolvency at the time of applicat for such receiver, of the person or persons. If an, the for the payment of the indebtedness secured hereby, and without regard to the three of applications or whether the same shall be then occur ed as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such relever shall have power to collect the rents, issues and profit—said premises during the pendency of such forcelosure suit and, in case of a sale and deficiency, during the full statutory period of redemption whether the tree be redemption or not, as well as during any further times when First Par its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other pow which may be necessary or are usual in such cases for the ordection, possession, control, management and operation of the premises during the who of said period. The court from time to time may authorize—rever to apply the net theore in his hands in payment in whole or in part of: (1) and detections secured hereby, or by any decree foreclosing this rust deed, or any tax, special assessment or other lien which may be or become super to the lien hereof or of such decree, provided such application i m is review to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. Trustee or the holders of the note shall have the right to un ect the premises at all reasonable times and access thereto shall be permitted that purpose.

7. Trustee or the holders of the note shall have the right to un set the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the title, location, existence, as consistence, as consistence any power herein given unless expressly obligated by the sin is hered, nor be liable for any acts or omissions hereunder, except in 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.

9. 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 college a release is nearly in the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the not. The rating that all indebtedness hereby secured has been paid, which representation Trustee may accept as true which bears a certificate of identification pure riting to be executed by a prior trustee herein described any note which hears a certificate of identification pur ariting to be executed by a prior trustee herein described in herein contained of the note and which the present of the original trustee and it has never executed a certificate on any instrument in Farty; and where the ray accept as the genuine note herein described any note which may be presented and which, or forms in substance with the described any note which may be presented and which the original trustee which therefore a successor in Trustee may resign by instrument in writing filed in the office of the Recorder or Registr of Titles in which this instrument shall have been recorded or filed. In case of the reasonable compensation for all sets performed are uniformed uniformed and the country in which the premises are altituated shall be Successor in Trust. Any Successor in Trust hereunder shall have t

IN WITNESS WHEREOF, Nyambi Ebie and Marie Mamua Ebie, his life, have caused these presents to be signed the day and year first above written.

STATE OF ILLINOIS) SS. COUNTY OF COOK

I, LAWZENCE S. BLOOM, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that NYAMBI EBIE and MARIE MAMUA EBIE, his wife, 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 and delivered the said instrument as their own free and voluntary acts, for the uses and purposes therein set forth.

24 day of August GIVEN under my hand and Notarial Seal this unde Yakara Karara ۰.5 PUBLIC Notary Rublic 1.20 19F1 My Commission Expires:

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under

TRUSTEE me ASST. SECRETARY

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RIDER ATTACHED TO AND MADE A PART OF A CERTAIN TRUST DEED BETWEEN NYAMBI EBIE AND MARIE MAMUA EBIE, HIS WIFE, AS MORTGAGORS AND CHICAGO TITLE & TRUST COMPANY, AS TRUSTEE

- In addition to the installments of principal and interest as required by the Installment Note, Mortgagors shall, at the option of the holder of the Installment Note which is secured by this Trust Deed, deposit with the holder of the Installment Note on each payment date an amount which shall be equal to one-twelfth (1/12) of the annual real estate taxes together with a sum which shall be equal to one-twelfth (1/12)of the annual premiums for the policies in insurance required by the terms hereof. All such deposits shall be held by the holder of the Installment Note for the benefit of Mortgagors, and Mortgagors shall pay the real estate taxes and insurance premiums when due and furnish Mortgagees with copies of paid In the event the sums deposited by Mortgagors are insufficient to pay either real estate taxes or insurance premiums, upon receipt of written notice of the amount of the deficiency, Mortgagors shall promptly deposit with the holder of the Installment Note the sum required.
- 2. Mortgagors agree that any sale, conveyance, assignment, transfer, other alienation, or further encumbrance of the Real Estate, or any part thereof, including any assignment of the beneficial interest of any title holding trust, whether voluntarily or involuntarily or by operation of law, in either or any case without the prior written consent of the holder of the Installment Note, shall constitute an event of default hereunder and the Installment Note secured hereby and all other obligations hereunder shall be forthwith due and payable.

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In the event Mortgagors shall fail to deposit sufficient sums to pay real estate taxes or insurance premiums, the holder of the Installment Note may, at its option, pay the amount of the deficiency, and that amount shall be immediately due and payable from Mortgagors and shall bear interest at the rate of fifteen per cent (15%) per annum until paid.

All payments required hereunder, including principal, interest, tax and insurance deposits shall be in default if made more than ten (10) days after their due date and shall incur a penalty equal to four (4%) per cent of the amount of the past due payment. Past due payments and penalties thereupon shall thereafter bear interest at the rate of seventeen per cent (17%) per annum until paid.

paid.

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