

12⁰⁰

6840 3344

CYR138

6840 334

Sidney K. Olson

RECORDER OF DEEDS

COOK COUNTY, ILLINOIS
FILED & RECORDED

1981 AUG 31 PM 2:18

25984624

25984624

PREPARED BY:
William B. Phillips, Esq.
Malato & Stein, P.C.
77 West Washington Street
Chicago, Illinois 60602

TRUST DEED

THIS INDENTURE, made August 24, 1981, 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, witnesseth:
THAT WHEREAS, First Party has concurrently 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 the order 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 68/100 DOLLARS (\$2,561.68) on the 1st day of October, 1981, and on the 1st day of each and every 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, 1985. Said payments of interest and principal shall be made at such banking house or trust company 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 LA SALLE NATIONAL BANK, 135 South LaSalle Street, Chicago, Illinois, 60603.

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the COUNTY OF COOK 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 Block 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 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

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 First Party, its successors or assigns 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, inlaid 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 First Party or its 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) 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; (3) 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 notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm 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 here- by, 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

NAME Malato & Stein PC
STREET 77 W Washington St
CITY Chicago, Ill 60602
INSTRUCTIONS OR
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

25984624

UNOFFICIAL COPY

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

1. 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 of 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 receipts. 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.

25984624

672128

UNOFFICIAL COPY

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.

3. 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.

672104

RECORDED

PROPERTY OF COOK COUNTY CLERK'S OFFICE

END OF RECORDED DOCUMENT