



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 9, 1983, between GROVER CAFFREY, a bachelor, and MICHELLE MEAUX, a spinster,

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 holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Seventy-three thousand five hundred (\$73,500.00) -----

----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from December 9, 1983, 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:

Eight hundred thirty-six (\$836.00) ----- Dollars or more on the first day of February 1984, and Eight hundred thirty-six (\$836.00) ----- Dollars or more 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 January, 1999. 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 fifteen (15%) per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, 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 WILLIAM VANN, JR. and THELMA VANN 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 thereof 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:

Lot 11 and Lot 12 (except the North 5 feet thereof) in Block 31 in Subdivision of that part of the South 1/2 of Section 5, Township 37 North, Range 14, East of the Third Principal Meridian lying west of Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois

THIS IS A PART PURCHASE MONEY "WRAP-AROUND" MORTGAGE.

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 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 five 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 <sup>s</sup> and seal <sup>s</sup> of Mortgagors the day and year first above written.

GROVER CAFFREY [SEAL] MICHELLE MEAUX [SEAL]



I, Orville E. Hambright, Jr. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT GROVER CAFFREY, a bachelor, and MICHELLE MEAUX, a spinster,

who are personally known to me to be the same person <sup>s</sup> whose name <sup>s</sup> are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9<sup>th</sup> day of December 19 83 Chicago, IL 60602. Orville E. Hambright, Jr. Notary Public

TRICIA SIOZAK

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors 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 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; (f) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors 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 holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured 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 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, to Trustee 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 holders of the note, and in case of insurance about to expire, shall deliver renewal policies at least ten days prior to the respective dates of expiration.
4. In case of default therein, Trustee or the holders of the note may, but need not, make 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 assessment. All moneys paid for any of the purposes herein authorized and all expenditures or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note 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 post maturity rate set forth in the note securing this trust deed, if any, otherwise the premature rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
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 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.
6. Mortgagors 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 Mortgagors, all unpaid indebtedness secured 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 instalment of principal or interest on the note, or (b) when default shall occur and continue for three days 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 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 holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and other evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) in procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or 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 trust deed, if any, otherwise the premature 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; 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) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security 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 note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any over plus 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 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 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 deficiency in case of a sale and deficiency.
10. No action for the enforcement of the lien 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 note hereby secured.
11. Trustee or the holders of the note 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 inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or 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 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.
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 to Trustee the note, representing the 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 note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports 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. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. 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 and 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 note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or 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.
- 17, 18, 19, 20 and 21. See Rider attached hereto and made a part hereof.

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**IMPORTANT!**  
 FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 695385  
**CHICAGO TITLE AND TRUST COMPANY,**  
 By [Signature] Trustee  
 Assistant Secretary/Assistant Vice President

MAIL TO  
 CHARLES B. BERNSTEIN  
 120 West Madison St., Suite 1112  
 Chicago, IL 60602  
 PLACE IN RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES  
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
 947-44 South Justine  
 Chicago, IL 60620

085385

RIDER ATTACHED TO AND MADE A PART OF TRUST DEED DATED DECEMBER 9, 1983, FROM GROVER CAFFREY AND MICHELLE MEAUX, MORTGAGORS, TO CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

17. Subject to applicable law or to a written waiver by the Trustee, Mortgagors shall pay to the holders of the Note secured hereby in addition to the monthly installments of principal and interest on the day said monthly installments are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Trust Deed, and ground rents on the premises, if any, plus one-twelfth of yearly premium installments for the hazard insurance as aforesaid, all as reasonably estimated initially and from time to time by the holders of the Note or the Trustee on the basis of assessments and bills and reasonable estimates thereof. The Funds are pledged as additional security for the sums secured by this Trust Deed.

If the amount of the Funds held by the holders of the Note or the Trustee shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Mortgagors shall pay to the holders of the Note any amount necessary to make up the deficiency within 30 days from the date notice is mailed by the holders of the Note to the Mortgagors requesting the payment thereof.

18. If all or any part of the premises or an interest therein is sold or transferred by the Mortgagors without the prior written consent of the holders of the Note, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, the holders of the Note may, at the holders' option, declare all the sums secured by this Trust Deed to be immediately due and payable. The holders of the Note shall have waived such option to accelerate if, prior to the sale or transfer, the holders of the Note and the person to whom the premises is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to the holders of the Note and that the interest payable on the sums secured by this Trust Deed shall be at such rate as the holders of the Note shall request. If the holders of the Note have waived the option to accelerate provided in this paragraph 18, and if the Mortgagors' successor in interest has executed a written assumption agreement accepted in writing by the holders of the Note and the Trustee, the Trustee shall release the Mortgagors from all obligations under this Trust Deed and the Note. If the holders of the Note or the Trustee exercise such option to accelerate, the holders of the Note or the Trustee may, without further notice or demand on the Mortgagors, invoke any remedies permitted by this Trust Deed or the Note.

19. Upon request of Mortgagors, the holders of the Note, at holders' option prior to the release of this Trust Deed, may make Future Advances to Mortgagors. Such Future Advances, with interest thereon, shall be secured by this Trust Deed when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Trust Deed, not including sums advanced in accordance herewith to protect the security of this Trust Deed, exceed the original amount of the Note plus US \$20.00. This Trust Deed shall also secure any and all renewals, or extensions of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon, and any such renewals or extensions or any change in the terms or

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of interest shall not impair in any manner the validity of or priority of this Trust Deed, nor release the Mortgagors or any of them from personal liability for the indebtedness hereby secured.

20. (a) The mortgaged premises are subject to the lien of the following described trust deed (hereinafter for convenience referred to as "senior mortgage"):

Trust Deed dated August 29, 1970 and recorded September 3, 1970, as Document 21255876 made by William Vann, Jr. and Thelma Vann, his wife, to Chicago Title and Trust Company, to secure a note for \$40,000.00.

Mortgagors covenant and agree to comply with all of the terms and provisions of said senior mortgage except the requirement to make the monthly payments of principal and interest thereon, and upon compliance by said mortgagor with the terms and provisions contained in said senior mortgage and contained herein, mortgagee will pay the installments of principal and interest from time to time to the extent of the payments received on the note secured hereby.

Nothing contained herein shall require the holders of the note secured hereby to perform the terms or provisions contained in said senior mortgage required to be performed by mortgagors, its successors and assigns, except the payment of installments of principal and interest but only in accordance with the terms and provisions hereof. If mortgagors shall default in the performance of any term or provision contained in this mortgage, mortgagee shall not be obligated to pay any principal or interest under the senior mortgage.

(b) Mortgagors covenant and agree that to the extent mortgagee pays any installment of principal or interest or any other sums due under the senior mortgage, mortgagee shall become entitled to a lien on the mortgaged premises hereunder but equal in rank and priority to the senior mortgage and, in addition, to the extent necessary to make effective such rank and priority: (i) mortgagee shall become subrogated to, receive and enjoy all of the rights, liens, powers and privileges granted to the senior mortgagee under the senior mortgage and (ii) the senior mortgage shall remain in existence for the benefit of and to further secure the debt and other sums secured, or that hereafter become secured, hereunder. Contemporaneously herewith the parties hereto have executed a subrogation agreement to which reference is hereby made for the terms thereof.

(c) In case of default hereunder, in addition to any other rights and remedies available to mortgagee, mortgagee may, but need not make any payment or perform any act herein required of mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on the senior mortgage, other prior encumbrances, if any, and purchase, discharge, compromise or settle the senior mortgage, any tax lien or other prior lien or title or claim thereof, or redeem from any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other money advances by mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of fifteen percent (15%) per annum. Inaction of mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of mortgagors.

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(d) Wherever used in this paragraph 20, the word mortgagee shall include the words "or the holders of the Note secured hereby or the Trustee."

21. If this Trust Deed is signed by more than one person, the obligations and authorizations herein shall be joint and several. The invalidity or unenforceability of any particular provision of this Trust Deed shall not affect the other provisions thereof, and this Trust Deed shall be construed in all respects as if such invalid or unenforceable provision were omitted.

*Grover Jeffrey*  
GROVER JEFFREY

*Michelle Meaux*  
MICHELLE MEAUX

Property of Cook County Clerk's Office

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END OF RECORDED DOCUMENT