

UNOFFICIAL COPY



676168
TRUST DEED

26127918

CTTC 7

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1982 JAN 29 AM 11:02

Sidney H. Olson
RECORDER OF DEEDS

26127918

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 14, 1982 ~~1982~~, between

C. R. JOHNSTON

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 TWO HUNDRED TWO THOUSAND FIVE HUNDRED (\$202,500.00)

Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~Phoenix Mutual Life Insurance Company~~ Phoenix Mutual Life Insurance Company

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from January 14, 1982 on the balance of principal remaining from time to time unpaid at the rate of twelve (12%) per cent per annum in instalments (including principal and interest) as follows:

1716926-6651-644E

TWO THOUSAND AND EIGHTY FOUR and 06/100 (\$2,084.06) Dollars or more on the 1st day of March 1982* and Two Thousand and Eighty Four and 06/100 Dollars or more on the 1st day of each month thereafter until ~~the balance of the principal sum of the note is paid in full~~ the 1st day of March 1985** 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 18% per annum, and all of said principal and interest being made payable at such ~~place~~ place 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 Phoenix Mutual Life Insurance ~~Company, Hartford, Connecticut.~~ Company, Hartford, Connecticut.

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 County of Cook AND STATE OF ILLINOIS, to wit: as described in the rider attached hereto

*Based on a twenty-seven year amortization schedule; such rate to apply only to the first three (3) years of the term of the loan.

**If the date for the payment of the first instalment, interest has actually accrued for more than one month, the amount of the first instalment will be adjusted by the addition of an amount representing interest only of the principal amount advanced from the date of disbursement to the first day of the month preceding the month in which the first instalment is due.

***See Interest and Payment Schedule attached.

Mortgagors covenant and agree there shall be no sale or transfer of title or secondary financing of the mortgaged premises during the term of the note secured hereby or any extension thereof without the prior written approval of the Mortgagee, and upon any default under such covenant at the election of the holder of the Note, all amounts owed thereunder shall become at once due and payable pursuant to the terms thereof.

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 parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter thereon used for the supply of 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, indoor 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 terms 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
12 00 [SEAL] C. R. JOHNSTON [SEAL]

STATE OF ILLINOIS, ss. *Sandra J. Greenwood*
County of Cook } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT C. R. JOHNSTON

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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of January 19 82
Sandra J. Greenwood Notary Public

BOX 533

26127918

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 new policies not less than 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 of 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 expenses paid 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 any 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 prematurity 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 installment 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 expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended by the decree) of 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 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 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; 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 overplus 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, with or without notice, without regard to the solvency or insolvency of Mortgagors at any time of application for such receiver and whether or not the premises or whether the same shall be the premises 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 equal 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 act 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 and exhibit to Trustee the note, representing that 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, power and authority as aue 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.

26127918

<p>IMPORTANT! FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.</p>	<p>Identification No. 676168 CHICAGO TITLE AND TRUST COMPANY, Trustee. By <i>J. M. Jones</i> Assistant Secretary/Assistant Vice President</p>
--	---

MAIL TO: **PATERSON, LOSS, SCHLOERB & SEIDEL**
200 EAST RANDOLPH DRIVE
CHICAGO, ILL 60601

PLACE IN RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

UNOFFICIAL COPY

RIDEM TO TRUST DEED DATED JANUARY 14, 1982
BETWEEN C. R. JOHNSTON AS MORTGAGOR
AND
CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE

LEGAL DESCRIPTION:

Unit No. 117 as delineated on sheet 3 of survey of part (described on sheet 2 of said survey and referred to herein as the "Parcel") of Lots 1, 2 and 3 of County Clerk's Division of Section 18, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, and Garage Unit No. 6-82 as delineated on sheet 8 of aforesaid survey, which survey is attached as Exhibit "A" to Declaration of Condominium made by LaSalle National Bank, a National Banking Association, as Trustee under Trust Agreement dated December 3, 1971 and known as Trust No. 43413 recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 22405558 together with an undivided 1.3919 % interest with respect to said Unit and an undivided .3571 % interest with respect to said Garage Unit in said Parcel (excepting from said Parcel all the property and space comprising all the units and garage units thereof as defined and set forth in said Declaration and Survey).

Mortgagor also hereby grants to mortgagee, his successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration of Condominium and in the Declaration of Easements, Covenants and Restrictions recorded as Document No. 22431171.

This Trust Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in the aforementioned Declaration of Condominium, in the aforementioned Declaration of Easements, Covenants and Restrictions, and in a Restrictive Covenant and Amendment thereto recorded as Document Nos. 21845626 and 22401402, the same as though the provisions of said documents were recited and stipulated at length herein.

676168

26127913

UNOFFICIAL COPY

INTEREST AND PAYMENT SCHEDULE ATTACHED TO AND MADE A PART OF
THE TRUST DEED DATED JANUARY 14, 1982 BY AND BETWEEN

C. R. JOHNSTON
AND
CHICAGO TITLE AND TRUST COMPANY

The installments of principal and interest payable on March 1, 1985, and on the first day of each month thereafter until this note is fully paid as hereinafter provided, shall be in an amount necessary and sufficient to amortize the entire unpaid balance of principal then remaining, together with interest at the rates as hereinafter provided, over the remainder of the original twenty-seven (27) year full amortization schedule, except that the final installment shall be due on February 1, 1987 (hereinafter called the "Maturity Date") and shall be increased to the amount necessary and sufficient to pay the balance of the entire principal sum remaining unpaid, together with all interest accrued and unpaid thereon, on said Maturity Date; the rates of interest applicable to such installments shall be as follows:

a) The annual rate of interest applicable to the monthly installments commencing on March 1, 1985 shall be one percent (1%) in excess of the annual interest rate equivalent to the current weighted average accepted yield for conventional fixed rate mortgage loans accepted under the FEDERAL HOME LOAN MORTGAGE CORPORATION PURCHASE PROGRAM (hereinafter called the "FHLMC Rate"), provided that if upon such date the FHLMC Rate has not been published within thirty (30) days prior thereto, then such interest rate hereunder shall be one percent (1%) in excess of the most recent weighted average accepted yield for conventional fixed rate mortgage loans published by the FEDERAL NATIONAL MORTGAGE ASSOCIATION (hereinafter called the "FNMA Rate");

b) Notwithstanding the foregoing, in no event shall the rate of interest hereunder at any time be less than twelve percent (12%) per annum or more than fifteen percent (15%) per annum.

Together with each monthly installment as aforesaid, mortgagor shall pay to mortgagee, such amount as mortgagee from time to time estimates to be required to maintain a fund from which to pay before the same become past-due all taxes, assessments and other governmental liens or charges against the mortgaged premises and all premiums for insurance required hereby to be furnished by mortgagor, and all condominium maintenance fees attributable to the mortgaged premises when the same shall become due.

END OF RECORDED DOCUMENT

2612791B