

UNOFFICIAL COPY

677043

TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1982 MAR 17 AM 10:37

Sidney R. Olson
RECORDER OF DEEDS
26174092

26174092

CTTC 7 THE ABOVE SPACE FOR RECORDER'S USE ONLY

68-61-244 X
all
12

THIS INDENTURE, made March 8, 1982, between Christine T. Mijala

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

Thirty Three Thousand (\$33,000.00) -----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 April 1, 1982 on the balance of principal remaining from time to time unpaid at the rate of 12 per cent per annum in instalments (including principal and interest) as follows:

Three Hundred Forty and 68/100 (\$340.68) -----Dollars or more on the 1st day of April 1982, and Three Hundred Forty and 68/100 -----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 1st day of February, 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 12 per annum, and all of said principal and interest being made payable at such banking house or trust company in Norridge 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 Keith F. Bowcock and Maria C. Bowcock 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 as hereinafter 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 Village of Norridge COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

13.00

Lot 194 in Volk Brothers Second Addition to Shaw Estates, being a Subdivision in the South East 1/4 of Section 13, Township 40 North, Range 12 East of the Third Principal Meridian according to the Plat thereof recorded February 2, 1925 as Document 9760260 in Cook County, Illinois.

Prepared by: Vincent Sansonetti, 8303 West Higgins Road, Chicago, Illinois 60631

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 heat, cool, 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 use 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.
* *Christine T. Mijala* [SEAL]
CHRISTINE T. MIJALA [SEAL]

STATE OF ILLINOIS, I, *Gabriele Hosticka*, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT *Christine T. Mijala, DIVORCED 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 *8th* day of *March* 19 *82*.
Gabriele Hosticka Notary Public

26174092

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 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 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 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 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 maturity 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 be complete 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 after entry of 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 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 maturity 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, without notice, with 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 time 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 in any event 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, 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.

68174192

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. **677043**
 CHICAGO TITLE AND TRUST COMPANY,
 Trustee,
[Signature]
 Assistant Secretary/Assistant Vice President

MAIL TO: *Vincent Sansonetti*
8303 Higgins
Chicago Ill 60631

IN RECORDER'S OFFICE BOX NUMBER 533

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

UNOFFICIAL COPY

R I D E R

ATTACHED TO AND MADE A PART OF AN INSTALLMENT NOTE
DATED MARCH 8, 1982 BETWEEN CHRISTINE T. MIJALA, AS
MORTGAGOR, AND CHICAGO TITLE AND TRUST COMPANY,
AS TRUSTEE

1. This is a purchase part money mortgage.
2. The mortgagor hereunder reserves the right to prepay this obligation either in whole or in part at any time without payment of any premium or penalty whatsoever.
3. The mortgagor further covenants not to suffer or permit without the written permission or consent of the holder being first had and obtained, a sale, conveyance, installment sale, assignment (including assignment of beneficial interest, except for collateral purposes only) transfer of any right, title and interest in and to said property or any portion thereof, to any person, firm, corporation or trust, and in the event of breach of this covenant, the holder may without notice, at the option of the holder, declare the entire principal, interest and advances immediately due and payable. The acceptance of payments by the holder shall not be a waiver of their right to demand immediate payment.
4. It is understood and agreed that the lien of this trust deed is junior to a certain mortgage to Cragin Federal Savings and Loan Association dated May 8, 1980 in the original principal amount of \$55,000.00 and recorded May 13, 1980, as Document 25454639. The said mortgage to Cragin Federal Savings and Loan Association dated May 8, 1980, shall be deemed to be the senior mortgage and this trust deed to Chicago Title and Trust Company, as Trustee, dated March 8, 1982 shall be deemed to be the junior trust deed. In lieu of disbursing to the makers of the junior trust deed the entire principal sum of the junior note secured thereby, the parties agree that the holders of this said junior trust deed, their successors or assigns, shall make the payments of principal and interest required to be made under the senior mortgage and the note which it secures. The parties acknowledge that this junior trust deed and the note which secures it is a "wrap around" note, and that as heretofore set forth, a portion of the principal amount of this note is represented by the unpaid balance of principal in connection with the senior mortgage and note which it secures.
5. In the event that the holders of this junior trust deed, their successors or assigns, fail to pay the principal and interest required to be paid in connection with the senior mortgage and the note or notes which it secures, then the mortgagor under this junior trust deed, her successors or assigns may pay the sums required to be paid thereunder and may deduct such sums from the balance due and owing to the holders of this junior trust deed, their successors or assigns.
6. In the event that the mortgagor hereunder, her successors or assigns shall prepay either in whole or in

26172092

part this junior trust deed, then it is understood and agreed that any such monies so prepaid shall be applied at said time to satisfy any balance then due and owing in connection with the senior mortgage and note, which it secures, it being the intention of the parties that the said senior mortgage and the note which it secures shall be paid off in full, and said senior mortgage and note shall be paid off in no event later than the time under which the said principal sum owed upon this junior trust deed is paid in full.

7. The holders of this junior trust deed and the note secured thereby, their successors or assigns, are required to pay the principal and interest, however, in no event shall the holders of this note be required to comply with the agreement to pay principal and interest in connection with the senior mortgage and note if the mortgagor hereunder has not made all of the payments and otherwise fully performed her obligation under the junior trust deed and the junior note secured thereby.

8. Mortgagor and/or the holders of this junior trust hereunder covenants and agrees to comply with all the terms and provisions of the senior mortgage and this junior trust deed.

9. A breach of any covenant or agreement to be performed by the Mortgagor under the senior mortgage (except the breach of the "due on sale clause") shall constitute a default hereunder and the holders of this junior trust deed and the note secured thereby may then declare the unpaid principal sums secured thereby immediately due and payable pursuant to the provisions hereof. The mortgagor hereunder agrees to promptly reimburse the holders of the junior trust deed and the note secured thereby for all loss, cost, damage and expense, including reasonable attorney's fees, which may be suffered or incurred by such holders of the junior trust deed and the note secured thereby arising directly or indirectly out of or in connection with all the terms and provisions of the senior mortgage (except the requirement of the holders of the junior trust deed and not to pay principal and interest on the said senior note and mortgage and the requirements in the "due on sale clause", subject to the provisions hereof) required to be performed by the mortgagor hereunder.

10. Notwithstanding the foregoing, in the event that the holders of the senior mortgage shall accelerate the secured debt thereunder pursuant to the terms of the "due on sale clause" the holders of this junior trust deed are obligated to make the immediate full payment of the senior mortgage. The mortgagors obligations hereunder are not to be altered or increased by such action of the holders of the senior mortgage. The holders of this junior trust deed and note secured thereby, their successors and assigns, agree to promptly reimburse the mortgagors for all loss, cost, damage and expense, including reasonable attorney's fees, which may be suffered or incurred by such mortgagors arising directly or indirectly out of or in connection with an acceleration of the debt secured by the senior mortgage pursuant to the "due on sale clause".

11. KEITH F. BOWCOCK and MARIA C. BOWCOCK and their assigns, transferees, heirs and legatees, hereinafter referred to as Mortgagees agree to comply with all of the terms and conditions of the first mortgage including the payment of principal and interest due under said first mortgage.

In the event mortgagees shall fail to so comply with all of the terms, provisions and conditions of the first mortgage so as to result in a default thereunder, such failure on the part of mortgagees shall constitute a default under this mortgage and shall entitle mortgagor, at its option, to exercise any and all rights and remedies given mortgagor in the event of a default hereunder.

Any and all expenses, including, but not limited to, title company charges, recording and filing fees, legal fees of the attorneys for the holder of the first mortgage in preparation of an assignment of either mortgage and any tax, if any, that may be hereafter imposed by any taxing authority in connection with the compliance by mortgagor with the provisions hereof dealing with the payments made or to be made to the holders of the first mortgage shall be paid by the mortgagees or any owner of the premises when requested by the title company and/or the attorneys representing the holder of the first mortgage.

12. Notwithstanding the foregoing, mortgagor's obligation to make the respective payments of principal and interest as and when due under the junior trust deed is conditioned upon the following:

(i) Mortgagees shall not be in default under this mortgage;

(ii) Mortgagees shall comply with all of the terms and provisions of the first mortgage;

Mortgagor does not assume any of the obligations of mortgagees under the first mortgage except as hereinbefore provided.

13. In the event the unpaid principal balance of the first mortgage is reduced by the holder of said mortgage applying insurance proceeds in reduction thereof or by prepayments made by mortgagor so that mortgagees obligation hereunder to pay to the holders of the first mortgage, the unpaid principal balance of said mortgage as hereinbefore provided is similarly reduced, then and in such event, mortgagees agree that mortgagor's obligation to pay the total indebtedness to mortgagee hereunder, shall be likewise reduced by an equivalent amount; such equivalent amount to be deducted from the final payment to be made by mortgagor to mortgagees hereunder, in the inverse order of their due date.

14. Mortgagor and mortgagees agree to promptly send to the other copies of any notices received by them from the holder of the first mortgage.

15. That the mortgagor and mortgagees shall furnish to each other promptly copies of all notices of default which the holder of the first mortgage shall give to mortgagor and/or mortgagees.

11. KEITH F. BOWCOCK and MARIA C. BOWCOCK and their assigns, transferees, heirs and legatees, hereinafter referred to as Mortgagees agree to comply with all of the terms and conditions of the first mortgage including the payment of principal and interest due under said first mortgage.

In the event mortgagees shall fail to so comply with all of the terms, provisions and conditions of the first mortgage so as to result in a default thereunder, such failure on the part of mortgagees shall constitute a default under this mortgage and shall entitle mortgagor, at its option, to exercise any and all rights and remedies given mortgagor in the event of a default hereunder.

Any and all expenses, including, but not limited to, title company charges, recording and filing fees, legal fees of the attorneys for the holder of the first mortgage in preparation of an assignment of either mortgage and any tax, if any, that may be hereafter imposed by any taxing authority in connection with the compliance by mortgagor with the provisions hereof dealing with the payments made or to be made to the holders of the first mortgage shall be paid by the mortgagees or any owner of the premises when requested by the title company and/or the attorneys representing the holder of the first mortgage.

12. Notwithstanding the foregoing, mortgagor's obligation to make the respective payments of principal and interest as and when due under the junior trust deed is conditioned upon the following:

(i) Mortgagees shall not be in default under this mortgage;

(ii) Mortgagees shall comply with all of the terms and provisions of the first mortgage;

Mortgagor does not assume any of the obligations of mortgagees under the first mortgage except as hereinbefore provided.

13. In the event the unpaid principal balance of the first mortgage is reduced by the holder of said mortgage applying insurance proceeds in reduction thereof or by prepayments made by mortgagor so that mortgagees obligation hereunder to pay to the holders of the first mortgage, the unpaid principal balance of said mortgage as hereinbefore provided is similarly reduced, then and in such event, mortgagees agree that mortgagor's obligation to pay the total indebtedness to mortgagee hereunder, shall be likewise reduced by an equivalent amount; such equivalent amount to be deducted from the final payment to be made by mortgagor to mortgagees hereunder, in the inverse order of their due date.

14. Mortgagor and mortgagees agree to promptly send to the other copies of any notices received by them from the holder of the first mortgage.

15. That the mortgagor and mortgagees shall furnish to each other promptly copies of all notices of default which the holder of the first mortgage shall give to mortgagor and/or mortgagees.