

204955



TRUST DEED

This instrument prepared by Chery! Harper 154 W. Hubberd St. Chicago, ILL

27492355

CTTC - ASB

MAR-28-85 THE ABOVE SPACE FOR RECORDERS USE ONLY REC 19 85 between

11.00

THIS INDENTURE, made

March 25th

JEROME MORGAN, divorced and not since remarried

herein re tred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois herein referred to as TRUSTEE, witnesseth:

THAT, WHF' LEAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or I olde s being herein referred to as Holders of the Note, in the principal sum of

NINE THOUSAN TYRE HUNDRED TWENTY FOUR DOLLARS and 00/100evidenced by one certair has alment Note of the Mortgagors of even date herewith, made payable as stated therein

and delivered, in and by which and Note the Mortgagors promise to pay the sum of \$9,324.00 instalments as follows:

Dollars or more on the <u>15th</u> day ONE HUNDRED ELEVEN DOLLARS __ 1 00/100-19 85 and ONE TUN DELEVEN DOLLARS and 00/100-Dollars or more on the same day of each month thereafter ural said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of April 19.92.

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money in accordance with the terms, provisions and limitations of this trust deed, and the performance of the color and its 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 said in consideration of the sum of One Dollar in hand paid the receipt whereof is hereby acknowledged, do by these presents CONVEY 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 also in consideration of the sum of One Dollar in hand paid the receipt whereof is hereby acknowledged, do by these presents CONVEY and also in consideration of the sum of the color and also in consideration of the sum o

PERMANENT TAX NUMBER 25-28-212-021

Lot 31 in Waller and Hagatrom's Subdivision of the West 3/4 of the Southwest 1/4 of the North asc 1/4 of fractional Section 28, Township 37 North, Lange 14, East of the Third Principal Meridian, in Cook County, Illinois (except the East 8 feet) in Cock County, Illinois; commonly known as 12012 South LaSalle Street, Chicago, Illinois.

23 MAR 85 2: 06



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 pt. "TOGETHER with all improvements, tenements, easements. Fixtures, and appurtenances thereto belonging, and all rents, issues and pt. "Interest 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 thereto or thereto used to supply heat, gas, air estate whether single units or centrally controlled), and ventilation, including (without restricting the corrections, screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of 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, 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, to a support 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 frust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of

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.

and seal s of Mortgagors the day and year first above written. WITNESS the hand

JEROME MORGAN MOYON I SEAL | [SEAL] DONALD LOREN STATE OF ILLINOIS, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY SS THAT JEROME MORGAN, divorced and not since remarried DuPage who is personally known to me to be the same person instrument, appeared before me this day in person and signed, scaled and delivered the said Instrument as he voluntary act; for the uses and purposes therein set forth. Given under my hand and Notarial

ASB Trust Deed - Individual Mortgagor - Secures One Instalment Note with Interest Included in Payment

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.

numericular 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 design to contest.

charges, and other charges against the premises when due, and shalt, upon written request, further than the statute, any tax or assessment which Mortgagors may desire to contest.

3. 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 compunies 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, 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 valut therein, Trustee or the holders of the note may, but need not, make full or partial payments of principal or interest on prior encumbrance, if valud manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrance, if valud 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 aid premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connect on therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to plus reasonable compensation to Trustee for eac

at a rate equivalent to so maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. Inaction of Trustee or hold rate 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 holds soft he note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or set on the holds of the note hereby secured 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 one before sheric mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and we how notice to Mortgagors all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the control exceemed use and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (c), 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 peece he we whether by acceleration or otherwise helders.

principal or interest on the note, or (c) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagus herein contained.

7. When the indebtedness hereby secured shall become the 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 in any suit to foreclose the lien hereof in any suit to foreclose the lien hereof. In any suit to foreclose the lien hereof in the decree for sale all expenditures and expenses which may be paid or incut deby or on behalf of Trustee or holders of the note for attorneys fees, Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such a stracts of title, title searches ad examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Truste or holders of the note may deem to be reasonably necessary either to prosecute such suit or oxidence to bidders at any sale which may be had pursuant. ** s. of decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentio eds all become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the print of the print of the interest thereon at a rate equivalent to the print of the print of the interest the prematurity rate set forth therein, when paid or incurred by Trustee o hole ris f the note in connection with (a) any proceeding, including probate and bankruptey proceedings, to which diether of them shall be a party, wit f paintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of on the attention of the content of the print of the foreclosu

third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mor agor, 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, withou rerad 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 wheth a to it is 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 cole. The rents, issues and profits of said premises during the pendency of such foreciosure suit and, in case of a sale and a deficiency, during the full star at the yperiod of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention cole 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 profit or income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust of ed., color 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 lade profit or 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 the etc. all be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition

power herein given unless expressly obligated by the terms hereot, nor or nature to any acts of ourseasons increases, except an engigence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercit n any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that ." 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 sha, eith refore or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been pa 1, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the described any note which hears 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 mak as 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 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 of Deeds of the county in which the presents and the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the presents and the presents 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 clai

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. CHICAGO TIPLE AND TRUST COMPANY, By Assistant, Secretary
Tota transment prepared by 150 Vs. Numerica St. Chango, th.	FOR RECORDERS'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 12012 South LaSalle Street
X PLACE IN RECORDER'S OFFICE BOX NUMBER364	Chicago, Illinois 60628