Sur

TRUST DEED

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Deliver To				
Recorder's Office		· • • • • • • • • • • • • • • • • • • •		
		জ -	TOD DECORDED HEE CO	
	7-8h-	THE ABOVE SPACE	FOR RECORDERS USE OF L. Mitchell &	10 ₁ 0
THIS INDENTURE made April Mitchell, his wife	20, 1984	, between Samu	herein referred to a	s "Mortgagor", and
Highland Community Bank an Illinois corporation doing busines THAT WHEREAS the Mortgagors after described, said legal holder or	s in Chicago are justly indebted to holders being herein	the legal holder o	eferred to as Trustee, I holders of the Insta ders of this Note, in t	he principal sum of
afte described, said legal holder or Seven Thousandevidenced by one certain Installme	ent Note of the Mort	gagors of even da	te nerewith, made p	and interest on the
and delivered, in and by which said balance of principal remaining from ments as follows:	d Note the Mortgagor time to time unpaid		0.50	
Man Handro' N' . 3	of Tune	1 19 84 and	5/100 (\$209.1	
Dollars on the 10cm day ment of principal and interest, if no All such payments on account of paid principal balance and the remainder of the paid principal balance and the remainder of the page interest at the	the indepteuriess evid nainder to principal; p rate of maximum allo	e due on the 10 enced by said not provided that the bwed by law per a	th day of May e to be first applied to principal of each ins num, and all of said	1988 o interest on the un-
being made payable at such banking may, from time to time, in writing	ng house or trust comp g ar point, and in abse	oany in Chicag nce of such appoi	ntment, then at the o	office of Highland
Community Bank in Said C NOW, THEREFORE, the Mortgagors to see and limitations of this trust dead, and the peri- consideration of the sum of One Dollar in he the Trustee, its successors and assigns, the foll- the COUNTY OF COOK	cure payment of the said priformance of the covenants are and paid, the tellipt whereo owing described Real Estate.	ncipal sum of money a	nd said interest in accordance ntained, by the Mortgagors 1	to be performed, and also in
LOT 32 AND THE NORTH 1/4 SUBDIVISION OF THE WEST 38 NORTH, RANGE 14 EAST ILLINOIS.	1 /2 OF THE NORTH	N LIPAL MERIDIA	N, IN COOK COUNT	2706 19 5
				9 57
				•
which, with the property hereinafter describ TOGETHER with all improvements, ter	ed, is referred to herein as th	e "premises,"	reto belonging, and all ren*	'sues and profits thereof for
TOGETHER with all improvements, ter so long and during all such times as Mortga darily), and all apparatus, equipment or art frigeration (whether single units or central doors and windows, floor coverings, inador physically attached therato or not, and it is	igors may be entitled thereto ticles now or hereafter there ily controlled), and ventilati beds; awnings, stoves and was a agreed that all similar appa agreed that all similar appa	Which are pledged pri in or thereon used to s on, including (without ter heaters. All of the for ratus, equipment or arti cal estate.	restricting the foregoing, so pregoing are declared to be cles hereafter placed in the	ore instructions with a vindow shades, storm out if said real estate whether previous by the mortgagors or
TO HAVE AND TO HOLD the premium herein set forth, free from all rights and be benefits the Mortgagors do hereby expressly	enefits under and by virtue of release and waive.	of the Homestead Exem	and on page two (the reverse	end up in the uses and trass illinois, which said rights and e side hereor), reincorporated
This Trust Deed consists of two pages, therein by reference and are a part hereof an WYTNESS the hand Sa	d shall be binding on the Mo ind seal_sof,Mortga	igors the day and	year first above writt	en.
Somet I Mad	while sy ISE	The	With The	thell(SEAL)
Samuel L. Mitchell	(SE	Elizáb AL)	eth Mitchell	(SEAL
STATE OF ILLINOIS, County of Cook Sa	S. 1, the und Notary Public in and for an	d residing in said Coun	ty, in the State aforesaid, [OO HEREBY CERTIFY THA
	Samuel L. Mitchel	nown to me to be the sa	ame person <u>S</u> whose name	subscribed to the
fo	oregoing Instrument, appeare	d before me this day in	person and acknowledged t	hat they signed by act, for the uses and purpose
Si	ealed and delivered the said	Instrument as		1 00., 10.
	bassin sat fasth including th	e release and waiver of t	he right of homestead.)
THIS INSTRUMENT WAS PREPARED B	GIVEN under my ha	e release and waiver of t and Notarial Seal thi	he right of homestead.	oril , A.D. 1984

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UNOFFICIAL COPY

BEINED IN BAU CONDITION

1. Mortgagors shall (1) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon reducest exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within earsonable time any building now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

Mortgagors shall be liable for the payment of all general real estate taxes and shall deposit or cause to be deposited with the Trustee named in this Trust Deed o with the legal holder of the note referred to herein on the lirst day of each and every month during the term of said ions a sum equal to one twelfth of the estimates real estate taxes next secriting sgainst said premises computed on the amount of the last accertainable real estate taxes. Mortgagors shall pay special taxes, puclearing the premiser when during the premiser when the premiser wh

3. Mortgagors shall cause all buildings and improvements now or hereafter situated on said premises to be insured against loss or damage by fire, lightning or wind storm under policies providing for payment by the insurance companies of moneys sufficient citient pay the cost of replacing to respanse or to pay in full this 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, under justices, including additional an renewal policies, to holders of the note, can the case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expired attentions. Mortgagors shall deposit with the Trustee an amount equivalent to one twelfilm of the annual insurance premiums on the first day of each and every month durin Trustee or the legal holder of the note as and for a Sinking Fund to be used by the Trustee or the legal holder of the note to pay the general real estate taxes level against algorithms and insurance premiums as and show then the same become due and payable.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act bereinbefore required of Mortragors in any of mand 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 assess which are the prior of the p

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, saie, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and instructs, when due according to the terms hereof. At the option of the holder the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the notice or in the Trust Deed shall not cause the contract of the most of the case of default in making payment of any installment of principal or the terms of the case of default in making payment of any installment of principal or the default of the case of default in the continue for the default of the Mortgagor of the contract of the default of the Mortgagor of the contract of the default of the Mortgagor of the contract of the Mortgagor of the Mortga

When the indebtedness bereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the ine-herost, there shall be allowed and included as additional indebtedness in the decree for shall all expenditures and expenses whit . mr ' 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 expense rivince, torographers' 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. It searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may be compared to the compa

8. The proceed of a foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expense incident to the foreclosure by occuping all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereo mode; fourth, any overn, so the Montagors, their helts, lead representatives or assume, as their rights may appear.

9. Upon, or at any the latter the filing of a bill to foreclore this trust deed, the court in which such bill to filed may appoint a receiver of said premises. Such appoint ment may be made eith, so before or efter sale, without notine, without regard to the observer or incorrer of Alontagator at the time of application for such receiver and without regard to the then value of 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 owe to collect the return, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statute ye of redemption, whether there be redemption or not, as well as during any further times when Mortagaors, except for the interest of the profit of the profit

10. No action for the enforcement of t | lien o of any provision shall be subject to any defense which would not be good and available to the party interposame in an action at law upon the note bereb secured.

12. Trustee has no duty to examine the title, i catio, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated b. the mesherot, nor be liable for any acts or omissions hereunder, except in case of its own groun negligence or missions.

13. Trustee shall release this trust deed and the lier ther 'il' proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and frustee may execute '' e' re 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 an in' 'hes hereby secured has been paid, which representation Trustee may except a trus without inquiry callon purporting to be executed by a prior trustee hereby secured which the properties of the produce and the purports to be executed by a prior trustee hereby described the purports to be executed by the persons herein designated as the makers ther 'il' and '... 'the release is requested to the original trustee and it has never executed as a certificate or any

15. This Trust Deed and all provisions hereof, shall extend to and be bin lor up a Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons inable for the payment of the indebtedness or any part hereof, whether or not such persons shall have executed the note or this Trust Deed.

16. In the event of the sale or transfer of the Title to the premises described here; the Lader of the note secured hereby may at its option declare the entire amount the indebtedness to be immediately due and payable.

The first party hereby waives any and all right of redemption from sale under any order or decree of foreclosure of this Trust Deed σ it; own behalf and on behalf of each and every person, except decree or judgmen creditors of the first party acquiring any interest in or title to the premises substant to the date of this Trust Deed.

In the event Mortgagor shall sell, execute Articles of Agreem at for Deed, assign, convey, sell under contract of sale, lease with option to purchase or otherwise attempt to dispose of any interest herein, or shall be divested of title or any interest herein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Holder of the Note secured hereby being first obtained, the Holder shall have the right and option to declare any inlebt dress or obligations secured hereby, irrespective of maturity date specified in the Note, immediately due and payable.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THIS TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been loentified herewith upder identification No..., 04-3312-6

NAME Ray A. Carr

D Highland Community Bank
1701 W. 87th St.
Chicago, III. 60620

V E R
R
V INSTRUCTIONS

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

8141 S. Winchester

Chicago, Ill. 60620

END OF RECORDED DOCUMENT