

UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE

THIS TRUST DEED, made September 12, 1985, between WILBERT SEBRON GRANT and RUBY GRANT, his wife herein referred to as "Mortgagors," and Edward P. Cromerius of Palatine Cook County, Illinois, herein referred to as TRUSTEE, witnesseth THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Promissory Note therein called "Note" hereinafter described, said legal holder or holders being herein referred to as holders of the Note evidenced by one certain Promissory Note of the Mortgagors of even date herewith, made payable as stated therein and delivered, in and by which said Note the Mortgagors promise to pay an Amount financed of Twenty Five Thousand and 58/100 (\$25,000.58) Dollars with interest thereon, payable in installments as follows:

Three Hundred Eighty-four and 76/100 (\$384.76) Dollars on or before the 15 day of October 1985 and Three Hundred Eighty-four and 76/100 (\$384.76) Dollars or more on the same day of each month thereafter, ~~beginning on~~ XXXX until said Agreement is fully paid and except that the final payment, if not sooner paid, shall be due on the 15th day of September, 2005.

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 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:

Lot 7 in Sheldon's Heights North West 5th Addition being a Resubdivision of parts of Blocks 2, 8, 10 and 12 in George G. Street Subdivision together with certain lots in Manchester Land and Investment Company's Subdivision in Blocks 4 and 6 of said George G. Streets Subdivision on the West 1/2 of the South East 1/4 of Section 17, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Tax No.: 25-17-405-050

also known as 10304 S. Morgan St., Chicago, ILL. 60643 (Number and Street)

which with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances hereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are placed 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, 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 MAY NOT BE ASSUMED WITHOUT THE WRITTEN CONSENT OF THE LEGAL HOLDERS OF THE NOTE THAT THIS TRUST DEED SECURES.

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 S and seal S of Mortgagors the day and year first above written.

Wilbert Sebron Grant (SEAL) Ruby Grant (SEAL)
Wilbert Sebron Grant (SEAL) Ruby Grant (SEAL)

STATE OF ILLINOIS,)
) SS. Mary Jo Dickson
 County of COOK) a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Wilbert Sebron Grant and Ruby Grant, his wife who personally known to me to be the same person S whose name S are subscribers 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 12th day of September 19 85

Mary Jo Dickson Notary Public

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70-11-7742

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

1. Mortgages shall be promptly repaired, replaced or rebuilt any buildings or improvements now or hereafter on the premises which may be damaged or destroyed, or kept and preserved in good condition and repair, without cost, and free from encumbrances or other liens...

2. Mortgages shall pay before any pending attachments all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, taxes and other charges against the premises when due, and shall, upon written request, furnish to holders of the note...

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and the damages when the lender is required by law to have its loan insured under policies providing for payment by the insurance companies of amounts sufficient either to pay the cost of repairs or repairing the same or to pay in full the indebtedness...

4. In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter required of Mortgages in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on said indebtedness in any form and manner deemed expedient, compromise or settle any tax lien or other lien or title or claim thereon...

5. Trustee or the holders of the note hereby authorized making any payment hereby authorized relating to taxes or assessments, such as to be made to any toll, statement or estimate procured from the appropriate public office without money into the treasury of such bill, water or estimate or into the treasury of any tax assessment, sale, forfeiture, tax lien or title or claim thereon.

6. Mortgages shall pay maintenance of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. As the principal of the holders of the note, and without notice to Mortgages, 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 payments 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 agreement of the Mortgages herein contained.

7. When the principal hereof shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose on the premises. In any suit to foreclose the lien hereof, there shall be allowed (and included as additional indebtedness in the decree) the attorney's fees and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, printing and other costs for documentary and expert evidence, stenographers' charges, publication costs and costs which may be incurred as to title to be expended after entry of the decree of foreclosure of such abstracts of title, title searches and examinations with insurance policies, fees, mortgages and similar data and accounts with respect to title as Trustee or holders of the note may deem to be reasonably necessary to protect the interests of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall not be a charge against the note or the proceeds therefrom, but shall be paid by and payable with interest thereon at a rate not to exceed the rate of interest on the note, and shall be paid by the holders of the note in proportion to their respective shares in the principal and interest on the note, which shall be ascertained by a party, either a plaintiff, defendant or referee, by order of the court in any such suit, and shall be secured by the proceeds of the sale of the premises of any suit for the foreclosure hereof after approval of such right as to release whether or not actually commenced or a proceeding for the same of any kind and 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 of a statute secured mortgage from additional to that provided for by the note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note, fourth, any overage to Mortgages, 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 adequacy or preference of Mortgages at the time of application for such receiver, and without regard to the then value of the premises or whether the same shall be sold or accounted 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 Mortgages, 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 granted 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 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 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, all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, character or condition of the premises, or to inquire into the validity of the title, or the identity, capacity or authority of the signatories on the note or trust deed, nor shall Trustee be bound to receive and this trust deed, or to receive any power herein given, unless lawfully obligated by the terms hereof, nor be liable for any action or omission hereunder, except as set out in these provisions immediately preceding or that of the agent or employee of Trustee, and if it may require indemnities accordingly to its agents, executors and any power herein given.

13. Trustee shall advise the Trust Deed and the lien hereof by proper notification upon notification of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a certificate of discharge, and at the request of any person who shall be the holder of or interested in the said property, produce and exhibit to Trustee the proper instrument that all indebtedness hereby secured has been paid, which instrument Trustee may accept as true without inquiry. Wherein release is requested of a successful trustee, such a release may accept as the genuine note herein described any note which bears an identifying number purporting to be placed thereon by the Trustee hereunder or which contains in substance with the description herein contained of the note and which purports to be delivered by the Trustee hereunder to the holder, interest, and where the release is requested of the holder of the note and it has been found that the holder of the note is not the holder, interest, or assignee of the note, the release shall be void, and the note which was produced and which purports to be genuine with the description herein contained in the note and which purports to be delivered by the person herein designated as maker thereof.

14. Trustee may make or cause to be made filed in the office of the Recorder of Deeds in which this instrument shall have been recorded or filed. In case of the expiration, invalidity or refusal to file of Trustee, the then legal holder of the Trust Deed and the holder of the note hereof, respectively, may file in the Recorder of Deeds, executed and recorded according to law, appoint any person who is a natural and legal citizen of the State of Illinois, as Trustee in his place and stead, who shall thereupon for the purposes of advertisement and the same as Trustee hereof shall sell and convey and the trust herein created respectively, the same in the Recorder of Deeds in which the Trust Deed is recorded, in which the premises are located, and the Recorder of Deeds in which the Trust Deed is recorded shall have the authority to appoint and discharge any person whom Trustee may desire to appoint in his place and stead.

15. The Trust Deed and all provisions hereof shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the indebtedness secured by this trust deed, whether or not such persons shall have executed the note of this Trust Deed. The word "note" when used in this instrument shall be construed to mean "Trustee" when more than one note is used.

16. Before releasing a trust deed, Trustee or assignee shall receive for its services a fee as determined by its rate schedule effect when the trust deed is released. Trustee or assignee shall be entitled to reasonable compensation for any other act or service performed on his any proceedings of the trust deed. The provisions of the "Trust And Trustee's Act" of the State of Illinois shall be applicable to this trust deed.

MAIL TO: Ed Bernice, 20th St, 365 E. W. Miller Rd, Pwllano, Ill. 60067

FOR RECORDER'S INDEX PURPOSES, INSERT STREET ADDRESS OF APPLICANT HEREIN.

PLACE IN RECORDER'S OFFICE BOX NUMBER BOX 333 - JH

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