

UNOFFICIAL COPY

TRUST DEED

85 193659 1 9 3 6 5 9

THE ABOVE SPACE FOR RECORDER'S USE ONLY.

THIS TRUST DEED, made SEPTEMBER 12, 1985, between WILLIAM H. DAVIS and FRANCINE DAVIS, his wife
herein referred to as "Mortgagors," and Edward P. Cremerius, of Palatine
Cook County, Illinois, herein referred to as TRUSTEE, witnesseth THAT, WHEREAS the Mortgagors are justly indebted to the legal holder of the Promissory Note (herein 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 THIRTY SEVEN THOUSAND EIGHTHUNDRED SIXTY-EIGHT DOLLARS AND 00/100 Dollars with interest thereon, payable in installments as follows:

FOUR HUNDRED FIFTY DOLLARS AND 00/100 Dollars or more on the 22nd day of OCTOBER, 1985, and FOUR HUNDRED FIFTY DOLLARS AND 00/100 Dollars or more on the same day of each month thereafter, except a final payment of FOUR HUNDRED FIFTY DOLLARS AND 00/100 to fully paid and except that the final payment, if not sooner paid, shall be due on the 22nd day of OCTOBER, 1985.

NOW, THEREFORE, the Mortgagors do hereby secure the payment of the said sum of money in accordance with the terms, provisions and limitations of this trust, or, 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 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 36 in Block 4 in Hilliard and Dobbins First Addition to Washington Heights
in the North West 1/4 of Section 8, Township 37 North, Range 14 East of the
Third Principal Meridian, in Cook County, Illinois.

X Tax No.: 25-08-101-0348

STATE OF ILLINOIS
COOK COUNTY
1985 SEP 19 PM 10 28 85193659

THIS INSTRUMENT WAS PREPARED BY
EDWARD P. CREMERIUS, ATTORNEY AT LAW
465 E. WILMETTE RIVER, PALATINE, ILL. 60067

X 9711 S. Beverly, Chicago, Illinois 60643
also known as _____
(number & street)

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 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 1. supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including radiators, radiators, 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.

William H. Davis [SEAL] Francine Davis [SEAL]
William H. Davis [SEAL] Francine Davis [SEAL]

STATE OF ILLINOIS, SS.
County of COOK }
I, Mary Jo Dickson, a Notary Public in and for residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
William H. Davis and Francine Davis, his wife
who personally known to me to be the same person S whose name S are are subscribed 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 Sept, 1985

Mary Jo Dickson Notary Public

Notarial Seal:

12-6478 (REV. 11-63)

ORIGINAL

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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 and/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 mechanical or other forces or causes for ten years expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be incurred by his/her or their agents or servants to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior fees 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 thereon; (f) make no material alterations in the premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attached 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 new or heretofore situated on said premises insured against loss or damage by fire, lightning or windstorms (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance company of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all to trustees 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 or prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or reduce from any tax sale or foreclosure 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 preaturity rate set forth therein. Actions 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 by the part of Mortgagors.

5. The Trustee or the holders of the note hereby release making any payment herein authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, certificate, tax lien or title or claim thereto.

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 to the contrary 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 amount of principal or interest on the note, or (b) when defied: shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereunder 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, costs for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be computed as an item to be awarded after entry of the decree) of preparing all such abstracts of title, title searches and examinations, title insurance policies, survey certificates, and similar data and estimates with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prove or to establish to the satisfaction of the court that the paragraph mentioned shall become so concurrent as to the date of the value of the premises. All expenditures and expenses of the nature as this paragraph mentioned shall become so concurrent and 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 preaturity 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, to renew of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of, or for the enforcement hereof of all or accrued 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 accrued 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 amount 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, without regard to the solvent or insolvent condition of the holder of the note 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 hereinafter may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the presidency of such receiver, sue and, in case of a sale and 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 fee simple or sole receiver, would be entitled to collect rents, issues and profits, and all other powers which may be necessary for the administration of such receiver 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, rental assessment or other lien which may be or become attached 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 interpreting same in an action at law upon the note hereby secured.

11. Trustee or the holder 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 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 shall he be for any acts or omissions hereunder, except in case of his own gross negligence or misconduct of that of the agents or employees of Trustee, and it may require indemnities satisfactory to him before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentment of satisfactory evidence that all indebtedness secured by the 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 statutory 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 the genuine note herein described any note which bears a identification number purporting to be placed thereon by a prior trustee hereunder or which is in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof; and where the release is requested on the original trustee and it has never been executed by the person herein designated as the maker thereof, and where the release is requested on the original trustee and it has never been executed by the person herein designated as the maker thereof, and where the release is requested on the original trustee and it has never been executed by the person herein designated as the maker thereof.

14. Trustee may record by instrument or 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 death, incapacity, disability or refusal of Trustee, the then legal holder of this Trust Deed and the note or other documents referred to, by an instrument in writing, executed and recorded according to law, appoint any person who is a citizen and resident of the State of Illinois, to serve as Trustee in his place and stead, who shall thereupon have the powers of administration, ad valorem taxation and all other powers of a trustee hereunder and the trust herein created respecting the same. In the alternative, the then Recorder of Deeds, in 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 are herein given. Notice.

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 on 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 executing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the cause of action 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.

85 103 028

85 103 659

EDWARD P. CREMER, JR.
ATTORNEY AT LAW
865 E. WILMETTE ROAD
PALATINE, IL 60067

BOX 333 - CA

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

X 9711 S. BEVERLY

CHICAGO, IL 60648

PLACE IN RECORDED COPY WITH NUMBER