

70-12-170 D1 203



TRUST DEED UNOFFICIAL COPY 85 232 798  
70807-4 1985 OCT 11 PM 2:41 85232798

CTTC 9 THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 24 19 85, between La Salle National Bank, a National Banking Association not personally but as trustee under trust agreement dated September 10, 1985 and known as trust number 110304 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 holder or 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 Twenty Thousand Dollars (\$ 20,000.00) -----

----- 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 in instalments as follows: One

Thousand Dollars (\$ 1000.00) at no interest ----- Dollars or more on the 15th day of November 19 95 and One Thousand Dollars ----- Dollars or more on the 15th day of each month thereafter, to and including the 15th day of May 1997, with a final payment of the balance due on the 15th day of June 1997. ----- Dollars interest from ----- on the principal balance from time to time unpaid at the rate of ----- per cent per annum each of said instalments of principal bearing interest after maturity at the rate of ----- per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago 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 Theresa Bertucci 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 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 City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS to wit:

LOT 21 IN BLOCK 5 IN ARCHER ADDITION TO CHICAGO IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

**THIS IS A SECOND PURCHASE MONEY TRUST DEED.**

300 W. 24th St., Chicago, Ill.  
17-28-219-029-0000

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 (to be 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 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, 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 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 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.

Attest: *[Signature]* Assistant Secretary (SEAL) LA SALLE NATIONAL BANK Solely as Trustee under Trust Agreement with Chicago Title and Trust Company (SEAL) *[Signature]* Assistant Secretary (SEAL)

STATE OF ILLINOIS, I, \_\_\_\_\_, A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of \_\_\_\_\_

who \_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

13.00

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Notarial Seal Notary Public.

85 232 798

UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BOX NUMBER

333 JH

Edward J. Downey  
10336 S. Western

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

MAIL TO:

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

IMPORTANT!

CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

Assistant Vice President

By *Edward J. Downey*  
Trustee

708074

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or 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 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 in compliance with the provisions of the mortgage; (b) keep and premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien or other encumbrances, and (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; (d) upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (e) complete within a reasonable time any building or building extension or other improvements or alterations in said premises which may be required by law or municipal ordinance.

2. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer 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 Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

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 flood damage, where the lender is required by law to have its loan 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 in compliance with the provisions of the mortgage; (b) keep and premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien or other encumbrances, and (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; (d) upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (e) complete within a reasonable time any building or building extension or other improvements or alterations in said premises which may be required by law or municipal ordinance.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter required to protect the interest of the holders of the note, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other lien or claim thereon, or redeem from any tax sale or foreclosure any premises or property, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the interest of the holders of the note, 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 pre-maturity rate set forth in the note.

5. The Trustee or the holders of the note hereby secured making any payment authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or claim thereon.

6. Mortgages 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 Mortgages all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed, become due and payable (a) immediately in the case of default in making payment 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 other agreement of the Mortgages herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon, in any way, to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be made or incurred by or on behalf of Trustee or holders of the note for attorney's fees, appraisers' fees, outlining for documentation and expenses, publication charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of foreclosure) all such disbursements, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to the note or holders of the note may be reasonably necessary either to protect such suit or to evidence to bidders at any sale which may be had pursuant to such decree of 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 pre-maturity rate set forth in the note, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including protest 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 or (d) preparation 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, in the order in which such items 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 amount payable 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 the lien hereon, 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 solvency or insolvency 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 then occupied as a homestead or otherwise. The receiver hereof may be appointed as such receiver, and 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 the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or 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 or order in the trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, order or 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 a stay, defense which would not be good and available to the party instituting 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 act or omission hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereon 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 hereon to and at the request of any person who, either before or after maturity thereof, produces and exhibits to Trustee the note, requesting that all indebtedness secured by such trust deed be accepted as the representation of the true indebtedness of the mortgagor, and which bears a 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 executed 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 person here designated as the maker 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 person here designated as the maker thereof, when used in this instrument shall be construed to mean "notor" or not such persons shall have executed the note or this Trust Deed. The words "note" when used in this instrument shall be construed to mean "notor" or not such persons shall have executed the note or this Trust Deed. The provisions of the "Trust And Trustee Act" of the State of Illinois shall be applicable to this trust deed.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar 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, 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 claiming under or through Mortgages.

15. This 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 have the identical title, powers and authority as are herein given Trustee.

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 Trustee Act" of the State of Illinois shall be applicable to this trust deed.

661 232 798



UNOFFICIAL COPY

Property of Cook County Clerk's Office