

UNOFFICIAL COPY

TRUST DEED

708012

85242502

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made September 10, 1985, between Chicago Title and Trust Company, an Illinois corporation, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated September 5, 1985 and known as Trust Number 1087004, herein referred to as "First Party," and CHICAGO TITLE and TRUST COMPANY

an Illinois corporation, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of SEVEN THOUSAND THREE HUNDRED FIFTY and no/100ths (\$7,350.00)----- Dollars,

made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 10 per cent per annum in instalments (including principal and interest) as follows: ~~TWO HUNDRED THIRTY SEVEN and 19/100ths (\$237.19)~~ SIXTY FIVE 5/100ths

Dollars or more on the 20th day of October 1985 and ~~TWO HUNDRED THIRTY SEVEN and 19/100ths (\$237.19)~~ SIXTY FIVE 5/100ths

Dollars or more on the 20th day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 20th day of September, 1988. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 13 percent 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 JAMES ZALESKI

in said City,

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 67 in Block 15 in the Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Tax No: 17-07-214-006-0000

PREPARED BY:
MARSHALL J. MOLTZ
22 WEST WASHINGTON
CHICAGO, IL 60602

85242502

which, with the property hereinafter described, as 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 First Party, its successors or assigns 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 thereon 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, stairs 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 First Party or its 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or 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 notes; (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) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest; (i) 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 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, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal

MAIL TO:

Paul E. Peldyak
120 W. Madison St. - 1308
Chgo, Ill. 60602

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

1747 W. Erie

Chicago, Illinois

PLACE IN RECORDER'S OFFICE BOX NUMBER 443

08586

1ST AMERICAN TITLE order # 66506

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ASSIST. SECRETARY

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE FILED WITH THE TRUST DEED RECORD.

NOTARIAL SEAL

Given under my hand and Notarial Seal... The installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 852425012

STATE OF ILLINOIS, COUNTY OF COOK

By *Thomas J. Williams* ASSISTANT VICE-PRESIDENT CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF. THIS TRUST DEED IS EXECUTED BY THE CHICAGO TITLE AND TRUST COMPANY, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Chicago Title and Trust Company, hereby warrant that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Chicago Title and Trust Company personally to pay the said note or any interest thereon.

1. The undersigned a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice-President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, as said Assistant Secretary, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the purpose and purposes therein set forth.

2. The Trustee and 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. The 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.

3. At the option of the holder of the note and without notice to First Party, or tax lien or other public office proceeding from the appropriate public office, the Trustee may do so according to the provisions of any law, statute, ordinance, regulation, order, rule, regulation, or assessment, may do so according to the provisions of any law, statute, ordinance, regulation, order, rule, regulation, or assessment.

4. When the indebtedness hereby secured shall become due and whether by acceleration or otherwise, the holder of the note or Trustee shall have the right to foreclose the lien hereon in any suit or otherwise, 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 holder of the note for attorney's fees, Trustee's fees, appraisers' fees, outlays for documentary and other evidence, recording charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) including all such charges and expenses, title policies, title commitments, title certificates, and final evidence to bid for the property at such a sale which may be paid or incurred by or on behalf of Trustee or holder of the note to produce such suit or to pay the cost of such a sale.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on an account of all costs and expenses incident to the foreclosure proceeding, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute 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 overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. 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 the filing of the bill to foreclose and without regard to the value of the premises or whether the same shall be then occupied as a rental property 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, to execute the same and to receive the proceeds of such sale and to distribute the same to the holder of the note and the Trustee hereunder as such receiver.

7. 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. The 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.

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RIDER ATTACHED TO NOTE AND TRUST DEED DATED SEPTEMBER 10, 1985 BETWEEN CHICAGO TITLE and TRUST COMPANY, as Trustee under Trust Agreement dated September 5, 1985 and known as Trust Number 1087004 and CHICAGO TITLE and TRUST COMPANY, Trustee.

This is a part purchase money junior mortgage. The Mortgagor hereunder reserves the right to prepay this obligation either in whole or in part at any time without payment of any premium or penalty whatsoever.

The Mortgagor further covenants not to suffer or permit without the written permission or consent of the holder being first had and obtained, a sale, conveyance, installment sale, assignment (including assignment of beneficial interest), or transfer of any right, title and interest in and to said property or any portion thereof, to any person, firm, corporation or trust, and in the event of breach of this covenant, the holder may, without notice, at the option of the holder, declare the entire principal, interest and advances immediately due and payable. The acceptance of payments by the holder shall not be a waiver of its right to demand immediate payment.

If any installments of principal or interest due hereunder or any monthly deposit for taxes or insurance required to be paid under the Mortgage shall become ten (10) days overdue, Maker shall pay to the holder hereof a "late charge" of five cents (\$.05) for each dollar so overdue, to compensate the holder for the cost of collection, the right to a "late charge" being in addition to all other rights and remedies granted to the legal holder hereunder.

And it is hereby expressly agreed by Maker that time is of the essence hereof, and should any default be made in the payment of principal or interest which default shall continue for a period in excess of ten (10) days after the date when said payment shall fall due, or in the event the right to foreclose the Mortgage shall otherwise accrue to the legal holder of this Note, then, at the option of the holder hereof, the holder may collect interest on the entire unpaid balance of said principal sum at a rate of three percent (3%) over the rate of interest which had been in effect, from the date of such default until such default is cured by Maker, which interest shall be payable on each day on which an installment of principal or interest is due hereunder, anything herein or in the Mortgage to the contrary notwithstanding, and the legal holder, may, in addition, declare the entire unpaid balance of said principal sum with interest accrued thereon and all other sums due from Maker hereunder or under the provisions of the Mortgage to be immediately due and payable.

The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

END OF RIDER TO NOTE AND TRUST DEED

CHICAGO TITLE and TRUST COMPANY, as Trustee under Trust Agreement dated September 5, 1985 and known as Trust Number 1087004,

BY: G. Andrew Watson

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Property of Cook County Clerk's Office

DEPT-01 RECORDING \$13.00
T#1111 TRAN 3699 10/18/85 10:31:00
#5765 # A *-85-242502

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