

UNOFFICIAL COPY

JUNIOR TRUST DEED

COOK COUNTY, ILLINOIS 8 5 2 85 263 134
FILED FOR RECORD

1985 OCT 31 PM 2:44

85263134

708763

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 30, 1985 between

JOEL T. WERTH and MEERA WERTH, His Wife

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: Junior
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 FIFTEEN THOUSAND AND NO/100 (\$15,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors, of even date herewith, made payable to THE ORDER OF BEARER

October 30, 1985, and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from December 1, 1985 on the balance of principal remaining from time to time unpaid at the rate of Nine And One Half (9.5%) per cent per annum in instalments (including principal and interest) as follows:

FOUR HUNDRED EIGHTY AND 50/100 (\$480.50) Dollars on the First day of December, 1985, and FOUR HUNDRED EIGHTY AND 50/100 (\$480.50) Dollars on the First 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 First day of November 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 9.5% 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 Louis H. Warren 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, COOK COUNTY OF COOK, AND STATE OF ILLINOIS, to wit:

The South 28 Feet of the North 44 Feet 4 inches of Lot 6 in Block 61 in Hopkin's Addition to Hyde Park, a Subdivision of the West Half of the North East Quarter of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

12.00

PIN 20-14-200 021-0000 RP
552 S. Kimbark Ave, Chicago IL 60637

THERE IS A RIDER ATTACHED TO AND HEREBY MADE A PART OF THIS TRUST DEED.

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 interests, issues and profits thereof for 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 covenants 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, plus a rider of one page. 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.

Joel T. Werth | SEAL | Meera Werth | SEAL |
Meera Werth | SEAL |

STATE OF ILLINOIS, }
County of Cook } ss. Todd Young
a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT Joel T. Werth and Meera Werth, His Wife

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 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 30th day of October, 1985.

[Signature] Notary Public

85 263 134

70-18-871

UNOFFICIAL COPY

8 5 2 6 3 1 3 4

RIDER ATTACHED TO AND MADE A PART
OF JUNIOR TRUST DEED, DATED OCTOBER 30, 1985
BETWEEN JOEL T. WERTH AND MEERA WERTH,
HIS WIFE, AS MORTGAGORS, AND CHICAGO
TITLE AND TRUST COMPANY AS TRUSTEE.

1. A default under the Junior Instalment Note shall be deemed a default hereunder, and a default under this Junior Trust Deed shall be deemed a default under the Junior Instalment Note.

2. If and when Mortgagors fail to pay when due any indebtedness which is secured by a charge or lien on the premises superior to the lien hereof, the holder of the Junior Instalment Note may exercise his rights to foreclose as set forth in paragraph 7 of this Junior Trust Deed, irrespective and notwithstanding any cure in performance with regard to the first lien or charge.

3. This Junior Trust Deed is subject and subordinate to that certain mortgage dated October 25, 1985 made by ALLSTATE ENTERPRISES MORTGAGE CORPORATION as mortgagee (the "Senior Mortgage") to secure the payment of a note identified in the Senior Mortgage (the "Senior Note").

4. Makers of the Junior Instalment Note agree to furnish evidence of timely payment of all real estate taxes and hazard insurance premiums on the real estate described on this Junior Trust Deed promptly after payment of same.

Joel T. Werth
Joel T. Werth

Meera Werth
Meera Werth

Mail: Manula Junai Esfrit ; Mitchell, Ltd
Attn: Gary D. Santella
134 North La Salle St.
Chicago, Ill 60602

BOX 333 - HV

7015763 85 263 134

UNOFFICIAL COPY

Property of Cook County Clerk's Office

20
20
20
20

2011

UNOFFICIAL COPY

This instrument was prepared by:

MAIL TO:

Joy Lynn Kerr
1900 Spring Road Suite 102
Oak Brook, Illinois 60521

BOX 333 - HV

85 263 135

MORTGAGE

14⁰⁰

7014 305 AF

THIS MORTGAGE is made this ... 23rd ... day of ... October ... 1985, between the Mortgagor, Masco Johnson, Jr. and Dorothy Johnson, his wife, as joint tenants, (herein "Borrower"), and the Mortgagee, Citicorp Savings of Illinois, a Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, whose address is 1 South Dearborn Street, Chicago, Illinois, 60603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 12,000.00 which indebtedness is evidenced by Borrower's note dated October 23, 1985 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on November 1, 2000;

To SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

LOT 103 OF A. G. WIESE'S SUBDIVISION, A SUBDIVISION OF LOT 4 IN COUNTY CLERK'S SUBDIVISION OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, ALL IN COOK COUNTY, ILLINOIS.

X Tax Number: 16-27-202-054-0000 Vol. 576

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1985 OCT 31 PM 2: 44

85263135

X which has the address of ... 2306 South Kildare Avenue ... Chicago, Illinois 60623 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."
Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record; Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

85 263 135

85 263 135

(Space Below This Line Reserved for Lender and Recorder)

Property of Cook County Clerk's Office

STATE OF ILLINOIS, County ss:
The undersigned, a Notary Public in and for said county and state, do hereby certify that
My Commission expires: 6-5-88

Masco Johnson, Jr. Borrower
Dorothy Johnson Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.
Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.
20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.