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## TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made SEPTEMBER 15, 1986, between \*\*\*FLOYD RICHARDSON AND PATRICIA RICHARDSON, HIS WIFE AS JOINT TENANTS\*\*\*

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 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-THREE THOUSAND AND NO/100 (\$23,000.00) ----- 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 and interest from the date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 10.0 percent per annum in instalments (including principal and interest) as follows:

THREE HUNDRED THREE AND 94/100 (\$303.94) ----- Dollars or more on the 1st day of NOVEMBER 1986 and THREE HUNDRED THREE AND 94/100 (\$303.94) ----- Dollars or more on the 1st 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 1st day of OCTOBER, 1991. 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 11.0% per annum, and all 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 COMMUNITY BANK OF LAWDALE 1111 South Homan Avenue in said City, Chicago

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 28 IN CANFIELD'S SUBDIVISION OF LOTS 4 TO 15 INCLUSIVE IN JOHN E. DEWITT'S THIRD ADDITION TO CHICAGO IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SAID ADDITION BEING A SUBDIVISION OF THAT PART OF THE WEST THIRD OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 27, LYING NORTH OF CHICAGO, BURLINGTON AND QUINCY RAILROAD, IN COOK COUNTY, ILLINOIS.\*\*\*

C/K/A 2329 S. Kirkland Chicago, Illinois 60623

P.I.N. 15-27-201-039 Vol. 578

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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 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.

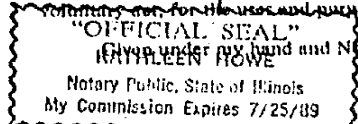
WITNESS the hand and seal of Mortgagors the day and year first above written.

FLOYD RICHARDSON [SEAL] PATRICIA RICHARDSON [SEAL]

STATE OF ILLINOIS, I, Kathleen Abma a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY County of Cook THAT Floyd Richardson and Patricia Richardson

who are personally known to me to be the same person as whose name is 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.



15th day of September 1986 Kathleen Abma Notary Public

Notarial Seal

Box 430

Official

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

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

CHICAGO TITLE AND TRUST COMPANY  
Assistant Secretary/Assistant Vice President  
By: *[Signature]*  
Identification No.

T-1-Y-101

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

17. Trustee shall have the right to examine the title, location, existence or condition of the premises, or to inquire into the validity of the premises as situated, shall be succeeded by a successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

18. Trustee may resign by instrument in 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 resignation, liability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the persons herein designated as makers thereof.

19. 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 imposing same in an action at law upon the note hereby secured.

20. 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 incurred in the enforcement of this trust deed, including all such items as are mentioned in the preceding paragraph hereof;

21. Trustee shall be authorized to apply the net income from the trust to pay interest and principal on the mortgage secured by this trust deed, and to pay any taxes or other liabilities which may become due on the premises, including any taxes or other liabilities which may become due on the premises, including any taxes or other liabilities which may become due on the premises.

22. Trustee shall be authorized to pay interest and principal on the mortgage secured by this trust deed, and to pay any taxes or other liabilities which may become due on the premises, including any taxes or other liabilities which may become due on the premises.

23. Trustee shall be authorized to pay interest and principal on the mortgage secured by this trust deed, and to pay any taxes or other liabilities which may become due on the premises, including any taxes or other liabilities which may become due on the premises.

24. Trustee shall be authorized to pay interest and principal on the mortgage secured by this trust deed, and to pay any taxes or other liabilities which may become due on the premises, including any taxes or other liabilities which may become due on the premises.

25. Trustee shall be authorized to pay interest and principal on the mortgage secured by this trust deed, and to pay any taxes or other liabilities which may become due on the premises, including any taxes or other liabilities which may become due on the premises.

26. Trustee shall be authorized to pay interest and principal on the mortgage secured by this trust deed, and to pay any taxes or other liabilities which may become due on the premises, including any taxes or other liabilities which may become due on the premises.

27. Trustee shall be authorized to pay interest and principal on the mortgage secured by this trust deed, and to pay any taxes or other liabilities which may become due on the premises, including any taxes or other liabilities which may become due on the premises.

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

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RIDER TO THAT CERTAIN TRUST DEED DATED SEPTEMBER 15, 1986  
BY AND BETWEEN \*\*\*FLOYD RICHARDSON AND PATRICIA RICHARDSON, HIS WIFE,\*\*\*  
AND CHICAGO TITLE AND TRUST COMPANY (TRUSTEE)

1. Deposits for Taxes and Insurance Premiums. In order to assure the payment of Taxes and insurance premiums payable with respect to the Premises as and when the same shall become due and payable:

(a) The Mortgagor shall, if hereafter required by the Holder of the Note, deposit with the Holder of the Note on the first day of each and every month, commencing with the date the first payment of interest and/or principal and interest shall become due on the indebtedness secured hereby, an amount equal to:

I. One-Twelfth (1/12) of the Taxes next to become due upon the premises; provided that in the case of an amount which, when added to the aggregate amount of monthly sums next payable under this subparagraph (i), will result in a sufficient reserve to pay the Taxes next becoming due one month prior to the date when such Taxes are, in fact, due and payable, plus

II. One-Twelfth (1/12) of the annual premiums on each policy of insurance upon the premises; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under reserve to pay the insurance premiums next becoming due one month prior to the date when such insurance premiums are, in fact, due and payable; provided that the amount of such deposits (herein generally called "Tax and Insurance Deposits") shall be based upon the Holder of the Note's reasonable estimate as to the amount of Taxes and insurance premiums next to be payable; and all Taxes and Insurance Deposits shall be held by the Holder of the Note.

2. Restrictions on Transfer:

If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to the Mortgage or trust deed, bearing even date herewith, (b) the creation of purchase money security interest for household appliances, (c) the transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by the Mortgage or trust deed bearing even date herewith to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by the Mortgage or trust deed bearing even date, herewith shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under the Mortgage or trust deed bearing even date herewith and the Note.

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If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with the provisions of the trust deed securing payment of the Note. Such notice shall provide a period of not less than 30 days, from the date the notice is mailed, within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by the Trust Deed securing the payment of this Note.

### 3. Notices:

Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by certified or equivalent mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party hereto may by notice in writing, designate for itself, shall constitute service of notice hereunder two (2) business days after the mailing thereof:

(a) If to the Holder of the Note:

COMMUNITY BANK OF LAWNSDALE

1111 South Homan Avenue

Chicago, IL 60624

DEPT-01 RECORDING \$13.00  
T#3333 TRAN 4616 09/19/86 11:11:00  
#7948 # A \* 84-424940  
COOK COUNTY RECORDER

(b) If to the Mortgagor:

FLYOD RICHARDSON AND

PATRICIA RICHARDSON

2329 S. Kirkland

Chicago, IL 60622

any such other notice may be served by personal delivery thereof to the other party which delivery shall constitute service of notice hereunder on the date of such delivery.

Floyd Richardson  
FLOYD RICHARDSON

Patricia Richardson  
PATRICIA RICHARDSON

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