



TRUST DEED PREPARED BY
of The South Shore Bank of Chicago
Austin Branch
7054 S. Jeffery Boulevard
Chicago, Illinois 60649

THE ABOVE SPACE FOR RECORDER'S USE ONLY
86562450

THIS INDENTURE, made November 18, 1986, between

WILLIE COLLINS and CAROLYN COLLINS, 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:

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 (\$7,059.64) -----

Seven Thousand Fifty-nine and 64/100 ----- 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 on the balance of principal remaining from time to time unpaid at the rate of 10.15 per cent per annum in instalments (including principal and interest) as follows: (107.73) -----

One Hundred Seven and 73/100 ----- Dollars or more on the 20th day of December 1986, and One Hundred Seven and 73/100 ----- 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 November, 1994. 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 10.15% 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 THE SOUTH SHORE BANK OF CHICAGO 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 41 in Stephen Seamen's Subdivision of Out Lot of Stephen and Morton G. Seamen's Subdivision of Block 7 in Salisbury's Subdivision of the East 1/2 of the South East 1/4 of Section 5, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 1030 North Parkside, Chicago, Illinois

PERMANENT REAL ESTATE INDEX NUMBER: 16-05-414-025-0000

HJ-077

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, stove 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.

Willie Collins [SEAL] Carolyn Collins [SEAL]

STATE OF ILLINOIS, I, IRIS R. JONES, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT WILLIE COLLINS and CAROLYN COLLINS, his wife

who are 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 18th day of November 1986.

[Signature] Notary Public
MY COMMISSION EXPIRES JAN. 4, 1989

Notarial Seal

86562450
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UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BOX NUMBER

Chicago, Illinois 60649
 7054 South Cottage Boulevard
 THE SOUTH SHORE BANK OF CHICAGO - A CORP.
 Chicago, Illinois 60644

FOR RECORDER'S INDEX & ABOVE
 INSERT STREET ADDRESS OF ABOVE
 DESCRIBED PROPERTY HERE
 1030 North Parkside Avenue

BY
[Signature]
CHICAGO TRUST AND TRUST COMPANY
 Assistant Secretary/Assistant Vice President

715251 Identification No.

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

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

1. Mortgages shall (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 mechanics' 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 note; (d) complete within a reasonable time any building or building improvements now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay before any penalty attaches all general taxes, 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 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 an insured) under policies providing for payment by the insurer of the amount of loss, less deductibles, and in case of insurance about to expire, shall deliver renewed 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 hereunder required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any lien or other prior lien or title or claim thereof, or redeem from any tax lien or other lien affecting said premises or contract 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 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 port maturity rate set forth in the note securing this trust deed. If any, otherwise the premium rate set forth herein. Inaction 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 on the part of Mortgages.

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

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 a pending suit for enforcement of the note or interest on the note, or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in the making payment of any amount of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any one or more of the obligations 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 hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenses 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, appraisers' fees, outlays for documentary and expert evidence, photographers' charges, publication costs and costs (which may be estimated as to items to be expended after any of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to protect such suit or to enable or to bid at any sale which may be had pursuant to such decree 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 far additional to the note securing this trust deed. If any, otherwise the premium rate set forth herein, when paid or incurred by Trustee or holders of the note in connection with this trust deed, by reason of this trust deed or any indebtedness hereby secured, or (b) preparations for the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (c) preparations for the commencement of any suit for the foreclosure of the lien hereof or of such title or interest as may be secured by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (d) expenses incurred by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (e) expenses incurred by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (f) expenses incurred by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (g) expenses incurred by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (h) expenses incurred by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (i) expenses incurred by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (j) expenses incurred by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (k) expenses incurred by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (l) expenses incurred by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (m) expenses incurred by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (n) expenses incurred by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (o) expenses incurred by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (p) expenses incurred by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (q) expenses incurred by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (r) expenses incurred by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (s) expenses incurred by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (t) expenses incurred by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (u) expenses incurred by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (v) expenses incurred by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (w) expenses incurred by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (x) expenses incurred by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (y) expenses incurred by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (z) expenses incurred by or on behalf of the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured.

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 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 overplus 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, 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 solvency or insolvency of said premises. The receiver appointed for such premises shall have the right to collect and receive all rents and profits accruing to the premises, including but not limited to the full statutory period of redemption, whether there be redemption or not, as well as during any further period when Mortgages, except for the usual in such cases for the protection, possession, control, management and partition of the premises during the whole or any part thereof, intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers, which may be necessary or are usual in such cases for the protection, possession, control, management and partition of the premises during the whole or any part thereof. The receiver 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 interest accrued on the note secured hereby; (b) the deficiency, if any, 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 period when Mortgages, except for the usual in such cases for the protection, possession, control, management and partition of the premises during the whole or any part thereof, intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers, which may be necessary or are usual in such cases for the protection, possession, control, management and partition of the premises during the whole or any part thereof. The receiver 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 interest accrued on the note secured hereby; (b) the deficiency, if any, 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 period when Mortgages, except for the usual in such cases for the protection, possession, control, management and partition of the premises during the whole or any part thereof, intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers, which may be necessary or are usual in such cases for the protection, possession, control, management and partition of the premises during the whole or any part thereof.

10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party intervening 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 any 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 acts or omissions 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 thereof 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, without cost to and at the request of any person who shall, either before or after maturity of the note, 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 required of a successor Trustee, such successor Trustee may accept as the genuine note herein described any note which bears an identification number, supporting to be placed thereon 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 herein designated as the makers thereof; and where the release is requested of the original Trustee and it has never been 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 herein designated as makers thereof.

14. 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, inability or refusal to act of Trustee, the then Recorder 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.

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 include all such persons and all persons liable for the payment of the note when used in this instrument shall be construed to mean "note", when more than one note is used.

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 is made. 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.

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