

UNOFFICIAL COPY

TRUST DEED

Deliver To
Recorder's Office

86609383

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made December 13, 1986, between Marjorie Hoffman, herein referred to as "Mortgagor", and HYDE PARK BANK 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 this Note, in the principal sum of Ten Thousand Two Hundred and no/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to ~~BEARER~~ Hyde Park Bank and Trust Company and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 13.50 per cent per annum in instalments as follows: Two Hundred Thirty Four and 78/100

Dollars on the 13th day of January 1987 and Two Hundred Thirty Four & 78/100

Dollars on the 13th day of each month thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the 13th day of December 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 seven 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 HYDE PARK BANK AND TRUST COMPANY in said City.

NOW, THEREFORE, the Mortgagors to secure 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 of which 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 COUNTY OF COOK, AND STATE OF ILLINOIS,

to wit:
Lot 35 in Block 4 in Gilbert & Canfield Crocker's Subdivision of West 1/2 of South West 1/4 of the North East 1/4 of section 9, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Il. Otherwise Known As : 5033 S. Shields, Chgo. Il. 60609
Parmanent Real Estate Index #: 20-09-318-014

86-609383

Prepared by R.E. Angel 1525 E. 53rd St. Chgo., Il. 60615

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, inlaid beds, ovens, stoves and water heaters. All of the foregoing are declared to be a part of said real estate and physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagor 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 conditions and provisions appearing on this page and on page two (the reverse side hereof) 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.

Marjorie Hoffman (SEAL) _____ (SEAL)

(SEAL) _____ (SEAL)

STATE OF ILLINOIS, } ss. Cindy Douglas
County of Cook } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Marjorie Hoffman

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

GIVEN under my hand and Notarial Seal this 13th day of Dec. A.D. 1986

Cindy Douglas
Notary Public
MY COMMISSION EXPIRES MAR 25, 1987

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1. Mortgages shall (1) promptly repair, replace or rebuild any building or improvements now or hereafter on any premises which may become damaged or be destroyed; (2) keep said premises in good condition and shall be bound to pay for all repairs and improvements which may be necessary; (3) keep said premises in good condition and shall be bound to pay for all repairs and improvements which may be necessary; (4) keep said premises in good condition and shall be bound to pay for all repairs and improvements which may be necessary; (5) keep said premises in good condition and shall be bound to pay for all repairs and improvements which may be necessary; (6) keep said premises in good condition and shall be bound to pay for all repairs and improvements which may be necessary.

2. Mortgages shall be held for the payment of all general real estate taxes and shall deposit or cause to be deposited with the Trustee named in this Trust Deed or with the legal holder of the note referred to herein on the first day of each and every month during the term of said loan a sum equal to one-twelfth of the estimated general real estate taxes now accruing against said premises computed on the amount of the last ascertainable real estate taxes. Mortgages shall pay special taxes, special assessment 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 referred to herein duplicate receipts therefor.

3. Mortgages shall cause all buildings and improvements now or hereafter situated on said premises to be insured against loss or damage by fire, lightning or whatever other policies provided for by the mortgagee or mortgagee's assignee or assignees either to pay the cost of replacing or repairing the same or to pay in full the substitution covered thereby, all in conformity with the terms of the mortgage or the policy or policies. In case of loss or damage, the Trustee or holder of the note shall be bound to cause the same to be reinsured by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including original and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration. Mortgages shall deposit with the Trustee an amount equivalent to one-twelfth of the annual insurance premiums on the first day of each and every month during the term of said loan. The amounts deposited under the real estate tax reserve and insurance reserve referred to in paragraph two and three hereof shall be held by the Trustee or the legal holder of the note as and for a Sinking Fund to be used by the Trustee or the legal holder of the note to pay the general real estate taxes levied against said premises and insurance premiums as and when the same become due and payable.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore 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 tax lien or other lien or claim (thru or from any tax sale or otherwise) affecting said premises or control any other action threatened by Trustee or the holders of the note to protect the mortgagee and the lien hereof, and shall be deemed to have accepted compensation to Trustee for such 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 the rate of seven per cent per annum. 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 authorized 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 officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or other claim.

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 to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of any tax, interest on the note, or (b) when due without notice to the holders of the note, in the event of any other agreement of the Mortgages herein contained. Any deficiency in the amount of such payments shall constitute a default and the Trustee or the holders of the note secured hereby may collect a "late charge" on each payment more than fifteen days in arrears to cover the extra expense involved in handling delinquent payments.

7. When the indebtedness herein secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose on the lien hereof. In any suit to enforce the lien hereof, 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 holders of the note for attorney's fees, Trustee's fees, appraiser's fees, costs for documentary and expert evidence, stamp duty, or other charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title insurance and examinations, guarantee 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 prosecute such suit or to evidence to bidders 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 much additional indebtedness secured hereby and shall be due and payable at the rate of seven per cent per annum from the date of incurring the same by Trustee or holders of the note, and shall be payable as such indebtedness, including probable and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, defendant 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 or accrual of such right to foreclose, whether or not actually commenced; or (c) preparations 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 charges incident to the foreclosure proceedings, including 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 surplus 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 enforce 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 such notice without regard to the validity or invalidity of Mortgages at the time of application for such receiver and without regard to the terms of the mortgage or the terms of the note or the terms of this Trust Deed. The Trustee hereunder may be appointed as such receiver. Such receiver shall be empowered 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 time when Mortgages, except for the 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 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 as a payment in whole or in part of: (1) the indebtedness secured hereby; or by any decree enforcing this trust deed, or any other indebtedness or other claim which may be or become superior to the lien hereof or of such debts, provided such application is made prior to the foreclosure sale; (2) the deficiency in case of a sale of such premises.

10. No action for the enforcement of the lien or of any provision shall be brought to any defaulter 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 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, 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 in any way for any act or omission hereunder, except in case of his 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 paid; and Trustee may execute any release hereof (or of all or part of the same) at the request of any person who shall, either before or after maturity of the note, furnish to Trustee the sum required to discharge the same, which shall be accepted as a bona fide payment, which representation shall be accepted as 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 a certificate of identification 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 persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never executed a certificate or any instrument identifying same as 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 persons herein designated as the makers thereof.

14. Trustee may cause by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed, a copy of the note or release or act of Trustee, the then Recorder or Registrar of Deeds of the county in which the premises are situated, shall be Successor in Trust. Any Successor in Trust hereof shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

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 indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

16. Mortgages specifically exclude from the conveyance made hereby any security interest in furniture, appliances, kitchenware and any other property which qualifies as "Household Goods" as defined in 12 C.F.R. 227.12, unless such security interests are either possessory security interests or purchase money security interests.

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11.00

DEPT-01 RECORDING \$11.00
 T#1111 TRAN 1274 12/19/86 13:08:00
 #3843 #C 96-609383
 COOK COUNTY RECORDER

IMPORTANT

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

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. 210-53202

HYDE PARK BANK AND TRUST COMPANY

[Signature]
 Assistant Vice President
 Assistant Secretary

D NAME | HYDE PARK BANK AND TRUST COMPANY
E STREET | 1525 E. 53rd STREET
L CITY | CHICAGO, ILLINOIS 60615
I V E R Y
Y INSTRUCTIONS

FOR RECORDERS INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

5033 S. Shields

CHICAGO, IL