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This Indenture, Made the February 4, 1986, between JOHN R. ELMBLADE (husband of Grace M. Elmbblade), and ROBERT J. ELMBLADE, a bachelor, and KRISTINE A. STEWART, a spinster, herein referred to as "Mortgagors," and CHARLES B. ZELLER, JR.

of Cook County, 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 THE NOTE in the PRINCIPAL SUM of TWENTY THOUSAND AND NO/100ths (\$20,000.00) * * * * * DOLLARS, evidenced by one Instalment Note of the Mortgagors of even date herewith, made payable to BEARER, and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from

March 1, 1986 on the balance of principal remaining from time to time unpaid at the rate of thirteen (13%)

per cent per annum, in installments as follows: THREE HUNDRED AND NO/100ths (\$300.00) * * * * * Dollars or more, on the 1st day of APRIL 1986, and THREE HUNDRED AND NO/100ths (\$300.00) Dollars or more, on the 1st day of each and every 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 MARCH , 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 ~~one~~ ^{13%} 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 C. B. Zeller, ~~1457 W. Belmont Avenue~~ 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, his 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:

The East twenty-eight (28) feet of Lot forty-one (41) in R. R. Clarke's Addition to Lake View, in Section twenty-eight (28), Township forty (40) North, Range fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 706 Briar Place, Chicago, Illinois.

PERMANENT TAX NUMBER: 14-28-100-028-0000 *Att*

THIS NOTE IS SECURED BY
A JUNIOR MORTGAGE

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, indoor 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.

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Box No. 633

TRUST DEED

JOHN R. ELMBLADE, (married to Grace
Elmblade), and ROBERT J. ELMBLADE,

,

To

CHARLES B. ZELLER, JR.

Trustee

PROPERTY ADDRESS

705 BRIAR PLACE
CHICAGO, ILLINOIS

92809038

THIS INSTRUMENT PREPARED BY:

C. B. ZELLER

1457 W. Belmont Avenue
Chicago, Illinois

The Installment Note mentioned in the within
Trust Deed has been identified herewith by
the trustee. REL#3783

Charles B. Zeller
(CHARLES B. ZELLER, JR.)



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DEPT-01 RECORDING
44800 W A
T41111 TRRN 9593 02/11/86 14:43:00
413.00

NOTARY PUBLIC

day of February A.D. 1986

GIVEN under my hand and Notarial Seal this 4th

month of February, 1986, free and voluntarily act, for the uses and purposes herein mentioned as "THEIR", free and voluntarily act, for the uses and purposes herein mentioned as "THEIR", including the release and waiver of the right of homestead.

and acknowledged that they signed, sealed and delivered this instrument on the day in person who "THEIR" personally known to me to be the same purporting to whom it appears addressed to this foregoing instrument, appeared before me this day in person

M. STEWART, a spinster, a bachelor, and KRISTINE M. Elmblade, and ROBERT J. ELMBLADE, (married to Grace

DO HEREBY CERTIFY THAT JOHN R. ELMBLADE, (married to Grace

a Notary Public in and for and residing in Cook County, in the State of Illinois,

L. DENNIS FORTAGNERES

County of Cook

STATE OF ILLINOIS.

close whether or not actually commenced; or (e) preparations for the defense of any threatened suit or proceeding which might affect the promises or the security herein, whether or not actually commenced.

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9. 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 Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

10. 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 Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead 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 and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, 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 in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

11. 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 interposing same in an action at law upon the note hereby secured.

12. 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.

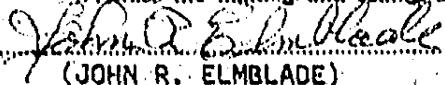
13. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.

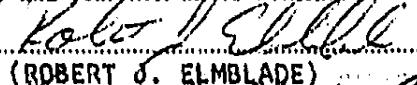
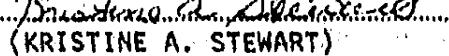
14. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, 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 requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of its affation 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 he has never executed a certificate on any instrument identifying same as the note described herein, he 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 makers thereof.

15. IN THE EVENT of the resignation, death, or absence or removal from Cook County of said Trustee, or his inability, failure or refusal to act then CHICAGO TITLE AND TRUST COMPANY, is hereby made first Successor in Trust; and if for any like cause said Successor shall fail or refuse to act, then the person who shall then be acting Recorder of Deeds of said Cook County is hereby made second Successor in Trust. Any Successor in Trust hereunder 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.

16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors, and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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.

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


(JOHN R. ELMBLADE) [SEAL.]


(ROBERT J. ELMBLADE) [SEAL.]

(KRISTINE A. STEWART) [SEAL.]

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8. When the independenteeas hereby accrued shall become due whether by acceleration or otherwise, holders of the note and included in addition independenteeas 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 attorney fees, trustee's fees, appraisers fees, outlays for documentary and expert evidence, stenographer fees, publication costs and costs (which may be estimated as to whom to be expended after entry of the decree), of prosecuting all such absences of title, title searches and examinations, guardianship, attorney fees, charges, publication costs and costs. Trustee or holder of the note may deem to be reasonably necessary either to prosecute such suit or to vindicate his title as trustee or holder of the note may deem to be reasonable to hold title to the value of the premises. All expenses and expenditures of the trustee in this paragraph mentioned shall become so much additional independenteeas secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by trustee or holder of the note in connection with (a) any proceeding, claimant or defendant, by reason of this trust deed or any independenteeas hereby set forth.

7. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgagor, all unpaid indebtedness owing to the terms hereof, at the option of the holder of the note, and without notice to Mortgagor, 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 instalment of principal or interest on the note, or (b) when demand shall occur under continuing of any other agreement of the Mortgagors herein contained.

6. The trustee or the holder of the note hereby agrees to make any payment, or by any other means, to satisfy the debt or claim of the trustee or the holder of the note.

b. In case of default therefrom, trustee or the holder, at his sole discretion, may require payment of Moratorium in any form, and manner deemed expedient, and may, but need not, make payment to him or to another person or entity or to the estate of the deceased or to the credit of the estate, if any, and pursue such, delictual, or criminal proceedings as he may deem necessary to collect any tax or assessment. All monies paid for any of the purposes herein authorized shall be held or expended in connection with the collection of taxes or assessments. All monies paid for any purpose other than the collection of taxes or assessments, shall be held by the trustee in trust for the benefit of the holders of notes, and shall be distributed among them in proportion to their respective amounts outstanding.

4. The Mortgagor hereby gives a written authority to C. B. Zeller, Chicago, Illinois, to place all his and ex-husband's coverage insurance for the full insurable value of the improvements on the above described premises (but the said C. B. Zeller shall be liable for payment of premium due on the above described premises). The cost of such insurance, including premiums, shall be paid by the Mortgagor hereinafter at seven per cent per annum, shall be so much additional indebtedness secured by this Deed, unless such cost is paid within sixty days from the date of the issuance of such insurance.

3. Although a small amount keeps all building and maintenance now at reasonable rates, a larger sum under payment for providing a windbreak or windbreaks now is necessary to reduce the cost of removing fallen trees.

the government which may become damaged or be destroyed; (2) keep and permit to be used for the purpose of impounding horses now or hereafter, without payment of fees from mediation or otherwise to the owner or claimant; (3) pay and remit to the claimant for loss or damage to his property or personal effects caused by law or regulation except as provided in said regulations.

IT IS FURTHER UNDERTAKEN AND AGREED THAT: