

TRUST DEED

APR 28 1986

86166748

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 28, 19 86, between

WILLIAM MURRAY, DIVORCED AND NOT REMARRIED, AND MARY ZUBEK, DIVORCED AND NOT REMARRIED 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

FORTY-TWO THOUSAND SEVEN HUNDRED AND NO/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 APR 1 28, 1986 on the balance of principal remaining from time to time unpaid at the rate of 10 per cent per annum in instalments (including principal and interest) as follows:

THREE HUNDRED SEVENTY-FIVE AND NO/100 Dollars or more on the 1st day of May 1986 and THREE HUNDRED SEVENTY-FIVE AND NO/100 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 April, 2016. 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 17 1/2 per annum, and all of said principal and interest being made payable at such banking house or trust company in Melrose Park, 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 Rand Investment Company, 8315 W. North Avenue, Melrose Park, Illinois 60160.

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:

See legal description rider attached and file part hereof.

13.00

Permanent Tax No. 14-08-403-028-1135 TP

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 Mortgage is 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 attached thereto and to supply heat, gas, air conditioning, water, light, power, refrigeration, whether electric units or central units, and ventilation, including with all constructing the foregoing, screens, window shades, storm doors and windows, their awnings, and beds, awnings, stairs 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 uses of the uses and trusts herein set forth, free from all liens 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. [Signatures and seals of William Murray and Mary Zubek]

STATE OF ILLINOIS, I, [Notary Name], a Notary Public in and for and residing in said County of the State aforesaid, DO HEREBY CERTIFY THAT WILLIAM MURRAY AND MARY ZUBEK

who are personally known to me to be the same person as 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 28th day of April 19 86. [Notary Signature]

This document prepared by Laurence H. Weiner, AUC, at Law, #3B, 1030 N. State Street, Chicago, IL 60610 86166748

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PLACE IN RECORDER'S OFFICE BOX NUMBER

CHICAGO, ILL. 60640

Chicago, Illinois 60611

#14B, 5100 Marine Drive
DESCRIBED PROPERTY HERE
INSERT STREET ADDRESS OF ABOVE
FOR RECORDER'S INDEX PURPOSES

1030 N. State Street

Suite 3B

Lawrence H. Weiner

MAIL TO:

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

By *[Signature]*
CHICAGO TITLE AND TRUST COMPANY,
Trustee.
Identification No. 711487

1. Mortgages shall (a) promptly repair, restore or rebuild any 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 insure) under policies providing for payment by the insurance company of moneys sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in company satisfactory to the holders of the note, and in case of insurance about to expire, shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver all policies not less than ten days prior to the respective dates of expiration.

2. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustees 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 insure) under policies providing for payment by the insurance company of moneys sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in company satisfactory to the holders of the note, and in case of insurance about to expire, shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver all policies not less than ten days prior to the respective dates of expiration.

4. In case of default hereunder, Trustees 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 tax lien or other prior lien or claim thereon, or interest on prior encumbrances, or 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 Trustees or holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustees or holders of the note, shall become a part of the indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note.

5. The Trustees or the holders of the note hereby secured making any payment hereby without regard to taxes or assessments, may do so according to a tax bill, statement or estimate of estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or claim thereon. 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 this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in 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 other agreement of the Mortgages herein contained.

6. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustees 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 expenditures and expenses which may be paid or incurred by or on behalf of Trustees or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' 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 searches and examinations, title insurance policies, foreman's certificates, and similar data and assumptions with respect to title as Trustees or holders of the note may deem to be reasonably necessary either to protect the lender's interest in the property or to enable the lender to bid at any sale which may be had pursuant to such decree as the condition of the title to or the value of the premises secured hereby, and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, and, if any, otherwise, the premium rate set forth therein, when paid or incurred by Trustees or holders of the note in connection with (a) an proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, or (b) reason of this Trust Deed or any indebtedness hereby secured, or (c) preparation for the commencement of any suit for the foreclosure hereof, or for the actual or threatened suit or proceeding which might affect the premises or the security hereof, whether or not preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced; or (d) any suit for the foreclosure hereof, or for the actual or threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced; or (e) any suit for the foreclosure hereof, or for the actual or threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

7. 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 process, 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 then unpaid on the note, fourth, any overplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

8. Upon, or at any time after the filing of a bill to foreclose the lien hereof, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after a sale, without notice, without regard to the solvency or insolvency of said premises. At the time of application for such receiver and without notice to the lender or otherwise, the receiver shall have the right to occupy as a homestead or not and the Trustees 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 powers when Mortgages, except for the full 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 or in part of: (a) 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: (a) 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; (b) the deficiency in case of a sale and deficiency. 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.

9. Trustees 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.

10. Trustees 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 Trustees be obligated to record this trust deed or to execute any power herein given unless expressly obligated by the terms hereof, nor be liable for any act or omission hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustees, and it may require indemnities satisfactory to it before exercising any power herein given.

11. Trustees shall release this trust deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustees may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity hereof, produce and exhibit to Trustees the note, representing, in all indebtedness hereby secured has been paid, which representation Trustees may accept as true without inquiry. Where a release is requested of a successor trustee, each successor trustee must accept as the genuine note herein described any note which bears an identification number, and which purports 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 maker thereof; and where the release is requested of the original trustee, the note which may 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 maker thereof, it may accept as the genuine note herein described any note which may 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 maker thereof.

12. Trustees may retain by instrument in writing 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.

13. 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 or interest thereon, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "note" when more than one note is used.

14. 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 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.

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LEGAL DESCRIPTION

Unit 14-B in 5100 Marine Drive Condominium as delineated on Plat of Survey of the following described parcel of real estate:

Lots 15 and 16 in White Gull and Plover's Subdivision of Block 4 in Arcyle in Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, also Accretion to Lot 16 aforesaid lying Westerly of the West Boundary line of Lincoln Park as established by Plat recorded March 31, 1908 as Document Number 4179863 pursuant to decree entered July 18, 1907 in case number 280120 in Circuit Court of Cook County, Illinois,

which Plat of Survey is attached as Exhibit D to Declaration of Condominium made by American National Bank and Trust Company of Chicago, a national banking association, as trustee under Trust Agreement dated February 1, 1969 and known as Trust Number 27838, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 25203727.

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Page 3 (continued) Covenants, Conditions and Provisions Referred to
on Page 1

17. It is hereby further agreed that should the Mortgagor sell, convey, transfer, dispose of or further incur said property or any part hereof, the Mortgagee shall have the right at its option to declare all sums secured hereby forthwith due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

WILLIAM MURRAY
As _____

MARY ZUBER

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