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TRUST DEED

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APR 21 PM 2:56 THE ABOVE SPACE FOR RECORDER'S USE ONLY

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THIS INDENTURE, made April 22nd 1986, between JOHN P. KIRBY

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 THOUSAND AND

NO/100 (\$20,000.00) ----- Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, and by which said Note the Mortgagors promise to pay the said principal sum and interest from date 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:

FOUR HUNDRED TWENTY-FOUR AND 95/100 (\$424.95)----- Dollars or more on the 1st day of JUNE 1986 and FOUR HUNDRED TWENTY-FOUR AND 95/100 (\$424.95)--- 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 MAY 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 12% 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 A.F. TRUCKING CO., 4419 S. Emerald, 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:

Lots 74 and 75 in Duncan's Resubdivision of Block 7 of Taylor and Kreich's Subdivision of the East 1/2 of the North West 1/4 of Section 4, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

The foregoing property does not constitute the Homestead of Mortgagor.

Property address 20 vacant lots West of and adjoining 150 West 43rd Street, Chicago, Illinois.

PTN: 20-04-129-026 and 027.60775 TP

THIS IS A PART PURCHASE MONEY 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, 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 in on 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.

JOHN P. KIRBY (SEAL)

STATE OF ILLINOIS, County of Cook } I, SIDNEY E. MCARTHUR, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOHN P. KIRBY

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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22ND day of APRIL 1986.

Notarial Seal

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RIDER ATTACHED TO TRUST DEED
BETWEEN JOHN P. KIRBY,
MORTGAGOR, AND CHICAGO TITLE
AND TRUST COMPANY, TRUSTEE.

1) All the terms and provisions of the Note secured hereby are incorporated herein by reference.

2) The Mortgagor will not transfer, assign or in any way hypothecate or attempt to transfer, assign or hypothecate all or any part of his right, title or interest in the Real Estate without first obtaining the written consent of the holder of the Note secured hereby. Upon any transfer, assignment or hypothecation of all or any part of undersigned's right, title or interest in the Real Estate, without the previous written consent of the holder of the Note secured hereby, the principal balance remaining at the time of such transfer, assignment or hypothecation shall immediately become due and payable. The acceptance of any payment after such transfer, assignment or hypothecation shall not be construed as a consent of the holder of the Note secured hereby to such assignment, transfer or hypothecation nor shall it effect his right to proceed with such action as the holder shall deem necessary.

3) The Note secured hereby provides that in the event of default hereunder or in the event of default under and pursuant to the terms of the Note secured hereby, or in the event the Trustee or the holder of the Note secured hereby, is made a party to any legal proceeding or suit, or becomes involved in any litigation as a result of, or relating to the Note or this Trust Deed, then, and in any such event, Maker shall be obligated to pay to the holder of the Note secured hereby on demand all of the fees, costs and expenses (including reasonable attorney's fees) paid or incurred by the holder of the Note secured hereby.

4) Mortgagor shall not mortgage or encumber the Real Estate, or suffer or permit the mortgaging or encumbrancing of the Real Estate, nor shall Mortgagor improve, construct, cause, suffer or permit the construction of, any improvements on the Real Estate without the prior written consent of the holder of the Note secured hereby.

5) During the term hereof, Mortgagor shall pay or cause to be paid promptly when due and before any penalty or interest attaches thereto for non-payment, all general and special real estate, sewer, water and other taxes or impositions ("Taxes") which may accrue or be levied against the Real Estate, and shall not cause, suffer or permit the creation or attachment of any lien, claim or encumbrance on or against the Real Estate. Within

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two weeks after any Taxes are due, Mortgagor shall furnish the holder of the Note secured hereby with copies of such tax bills receipted for payment in full of such taxes by the appropriate governmental agency or official.

6) Mortgagor shall not enter into any leases having a term extending beyond the date of final payment set forth in this Trust Deed, and in the event Mortgagor enters into and executes any leases having a termination date earlier than the date final payment is due on the Note secured hereby, each and all of said leases shall contain a provision expressly making them subject and subordinate to the lien of this Trust Deed. Notwithstanding the failure of Mortgagor to include such a subordination provision in any said leases, all of said leases shall, by virtue hereof, and without further action or documentation of any kind, be and remain at all times subject, junior and subordinate to the lien of this Trust Deed.

7) Mortgagor shall indemnify and hold harmless the holder of the Note secured hereby, and its successors and assigns, from and against any loss, claim, liability or cost, including reasonable attorney's fees, in connection with any use of the Real Estate which is the subject matter of this Trust Deed. Without limiting or affecting the foregoing, Mortgagor shall at all times, and from time to time, provide the holder of the Note secured hereby with evidence of insurance (including certificates thereof and other documents reasonably requested by the holder of the Note), which insurance shall name the Trustee and the holder of the Note as additional insureds for dram shop and public liability insurance purposes, all at Mortgagor's sole cost. If Mortgagor shall fail to provide evidence of said insurance, the holder, in addition to all other rights the holder may have hereunder, shall have the right, but shall not be obligated, to purchase and pay for the same, charging the premiums therefor to Mortgagor.

8) The Note secured hereby provides, in part, as follows:

A) At any time when the Maker is not in default hereunder or under the terms of the Trust Deed secured hereby, Maker shall have the right to prepay any or all amounts due hereunder, without penalty, but any partial payments will be applied in the inverse order of payments falling due, and the monthly payment amount stipulated herein will not be affected.

B) Maker shall have a five day grace period for the making of all payments required hereby. If any monthly payment is not made within said grace period, Maker shall pay a late charge equal to 5% of any delinquent payment.

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