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TRUST DEED

1986 JUN 18 AM 11:06

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

70-52-269-01

809-806

THIS INDENTURE, made JUNE 17, 19 86, between LEONARD D. MARTIN and DOLLIE MAE MARTIN, 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 FORTH THOUSAND FIVE HUNDRED AND NO/100

(\$40,500.00)

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF SEAWAY NATIONAL BANK OF CHICAGO

Dollars. 13.00

and delivered, in 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 11 1/2 percent per annum in instalments (including principal and interest) as follows: SEVEN HUNDRED FOUR

AND 16/100 (\$704.16) Dollars or more on the 1st day

of August 19 86 and SEVEN HUNDRED FOUR 16/100 (\$704.16) 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 July, 1993. 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 13 1/2 percent 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 SEAWAY NATIONAL 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 Village of Calumet Park COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOT 1 IN BLOCK 3 IN H. C. GRAY'S ADDITION TO WEST PULLMAN A SUBDIVISION OF THE NORTH 15 ACRES OF THE EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 901 West 123rd Street Calumet Park, Illinois 60643 Perm Tax No.: 25-29-405-008-0000 Volume 036

THIS DOCUMENT PREPARED BY: MS. LORETTE YAMINI ASSISTANT VICE PRESIDENT SEAWAY NATIONAL BANK OF CHICAGO 645 EAST 87TH STREET CHICAGO ILLINOIS 60619

"THE COVENANTS, CONDITIONS AND PROVISIONS APPEARING ON RIDER ATTACHED HERETO ARE INCORPORATED HEREIN BY REFERENCE AND ARE MADE A PART HEREOF."

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, major 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 for 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.

Leonard D. Martin [SEAL] Dollie Mae Martin [SEAL] LEONARD D. MARTIN DOLLIE MAE MARTIN

STATE OF ILLINOIS

County of Cook

I, Loren Williamson a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT LEONARD D. MARTIN AND DOLLIE MAE MARTIN, HIS WIFE

who personally known to me to be the same person whose name are 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 17th day of June 19 86

My Commission Expires Dec 4, 1987 Loren Williamson Notary Public

Notarial Seal

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R I D E R

Rider attached and made a part of an Trust Deed Dated June 17, 1986, between LEONARD D. MARTIN AND DOLLIE MAE MARTIN, HIS WIFE ("Maker"), and SEAWAY NATIONAL BANK OF CHICAGO, a National Banking Corporation ("Holder of the Note").

1. In the event Maker shall sell, execute Articles of Agreement for Deed, assign, convey, sell under contract of sale, lease with option to purchase, or otherwise attempt to dispose of any interest herein, or shall be divested of title or any interest herein in any manner or way, whether voluntarily or involuntarily of the premises described in the Trust Deed securing this Note, without the written consent of the Holder of the Note being first obtained, the Holder shall have the right and option to declare any indebtedness of obligations secured hereby, irrespective of the maturity date specified in the Note, immediately due and payable without notice. Holder reserves the right to charge a reasonable transfer fee in the event Holder chooses not to declare the indebtedness immediately due and payable. Inaction on the part of the Holder shall not be considered as a waiver of any right accruing to Holder on account of any default on the part of Maker.

2. The Maker shall have the right of prepayment in whole or in part at any time without notice and without penalty.

3. Along with and in addition to each monthly payment of principal and interest due hereunder, the Maker covenants and agrees to deposit with the Holder or Holders of the Note, on the 1st day of August, 1986, and on the 1st day of each month thereafter until this Note is fully paid, a sum equal to 1/12th of the last total annual general real estate taxes ("taxes") for the last ascertainable year on the premises described in the Trust Deed securing this Note and 1/12th of the annual insurance premiums for insurance policies required pursuant to the Trust Deed securing this Note. Such deposits are to be held without any allowance of interest and are to be used for the payment of taxes and insurance policy premiums on said premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes and insurance premiums for any year when the same shall become due and payable, the undersigned shall within ten (10) days after receipt of demand therefore, deposit such additional funds as may be necessary to pay such taxes and insurance premiums in full. If the funds so deposited exceed the amount required to pay such taxes and insurance premiums for any year, the excess shall be applied on a subsequent deposit or deposits.

4. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of Foreclosure of Trust Deed on its own behalf of each and every person except decree of judgments of creditors of the Mortgagors acquiring any interest in or title to the premises subsequent to the date of the Trust Deed.

5. All terms and conditions of the Instalment Note securing this Trust Deed and executed simultaneously herewith are hereby incorporated herein.

IN WITNESS WHEREOF, the Maker has executed and delivered this Rider as of the day and year first above written.

BY: Leonard D. Martin  
LEONARD D. MARTIN

BY: Dollie Mae Martin  
DOLLIE MAE MARTIN

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R I D E R 6 2 4 7 3 6 6

## MORTGAGEE'S RIGHT OF POSSESSION IN CASE OF DEFAULT.

In any case in which under the provisions of the Mortgage, the Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agents or attorneys, as for condition broken, and Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said premises, together with all documents, books, records, papers and accounts of the Mortgagor or then owner of the premises relating thereto, and may exclude the Mortgagor, its agents or servants, wholly therefrom and may as attorney in fact or agent of the Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the Mortgagor, and with full power to cancel or terminate any lease or sublease for any cause or on any grounds which would entitle Mortgagor to cancel the same, to elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the premises as to it may seem judicious, insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof and to receive all of such avails, rents, issues, and profits.

RIDER ATTACHED AND MADE A PART OF A TRUST DEED DATED JUNE 17, 1986, BETWEEN LEONARD D. MARTIN AND DOLLIE MAE MARTIN, HIS WIFE ("MAKER"), AND SEAWAY NATIONAL BANK OF CHICAGO, A NATIONAL BANKING CORPORATION ("HOLDER OF THE NOTE").

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