



TRUST DEED

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THE ABOVE SPACE FOR RECORDING PURPOSES ONLY 86263298
COOK COUNTY RECORDER

THIS INDENTURE, made June 19, 1986, between BARBARA A. HAASE, a single woman

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-TWO THOUSAND

(\$22,000.00) ----- 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, and by which said Note the Mortgagors promise to pay the said principal sum and interest from May 16, 1986 on the balance of principal remaining from time to time unpaid at the rate of 11% per cent per annum in instalments (including principal and interest) as follows:

THREE HUNDRED and THREE 06/100----- (\$303.00) -- Dollars or more on the 15th day of July 1986 and THREE HUNDRED and THREE 06/100----- Dollars or more on the 15th 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 15th day of June, 1996. 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 14% 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 Chicago Title & Trust Co. 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 Cook COUNTY OF AND STATE OF ILLINOIS, to wit:

LOT 45 IN SMITH'S SUBDIVISION OF BLOCK 37 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-31-416-036

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, such as (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 set forth 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 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.

Signature of Barbara A. Haase with seal and notary seal.

STATE OF ILLINOIS, I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Barbara A. Haase, a single woman

who is personally known to me to be the same person whose name was 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.

Given under my hand and Notarial Seal this 19 day of June 1986

Signature of Notary Public

Notarial Seal

86263298

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MAIL TO: GERRARD C. HELDRICH, JR., 180 N. LASSALLE ST., SUITE 2010, CHICAGO, ILLINOIS 60601

FOR RECORDER'S INDEX PURPOSES... CHICAGO TITLE AND TRUST COMPANY... Identification No. 777777



DEEDS FILED FOR RECORD AND TRUST COMPANY... FOR THE PROTECTION OF BOTH THE BORROWER AND MORTGAGOR

1. Mortgagee shall promptly repair, restore or rebuild any buildings or 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 have its loan so insured, under policies providing for payment by the mortgagee. Mortgagee shall keep all buildings and improvements in good condition and repair, without water, and free from mechanical or other liens or claims. Lender will not expressly subordinate to the lien hereof, (c) pay within any independent evidence of the discharge of such prior lien to Trustee or to the holder of the note; (d) complete within a reasonable time any building or building now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in and premises except as required by law or municipal ordinance.

2. Mortgagee shall pay before any general lien or lien of any kind, 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 Trustee or to holder of the note duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which may be levied against the premises, including additional and general policies, and shall deliver all policies, including additional and general policies, to holders of the note, and in case of insurance about to expire, shall deliver for the benefit of all holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall

3. Mortgagee shall keep all buildings and improvements in good condition and repair, without water, and free from mechanical or other liens or claims. Lender will not expressly subordinate to the lien hereof, (c) pay within any independent evidence of the discharge of such prior lien to Trustee or to the holder of the note; (d) complete within a reasonable time any building or building now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in and premises except as required by law or municipal ordinance.

4. In case of default hereunder, Trustee or the holder of the note may, but need not, make any payment or perform any act hereunder required of Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim in respect to the premises, including additional and general policies, and shall deliver all policies, including additional and general policies, to holders of the note, and in case of insurance about to expire, shall deliver for the benefit of all holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall

5. Mortgagee shall keep all buildings and improvements in good condition and repair, without water, and free from mechanical or other liens or claims. Lender will not expressly subordinate to the lien hereof, (c) pay within any independent evidence of the discharge of such prior lien to Trustee or to the holder of the note; (d) complete within a reasonable time any building or building now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in and premises except as required by law or municipal ordinance.

6. Mortgagee shall keep all buildings and improvements in good condition and repair, without water, and free from mechanical or other liens or claims. Lender will not expressly subordinate to the lien hereof, (c) pay within any independent evidence of the discharge of such prior lien to Trustee or to the holder of the note; (d) complete within a reasonable time any building or building now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in and premises except as required by law or municipal ordinance.

7. When the holder hereof, or any other person, is required to pay any tax or assessment on the premises, including additional and general policies, and shall deliver all policies, including additional and general policies, to holders of the note, and in case of insurance about to expire, shall deliver for the benefit of all holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall

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 expenses incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all the terms which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided, third, as principal and interest thereon as herein provided, fourth, any overplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon or at any time after the filing of a bill to foreclose, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after the filing of a bill to foreclose, without notice to the lender or mortgagor, and the receiver shall have power to collect the full maturity of the note, and to receive and hold the proceeds of the sale of the premises, and to distribute the same to the holders of the note, and to execute any other act or deed which may be necessary or proper in connection with the foreclosure proceedings, and to do all things which may be necessary or proper to carry out the purposes of this mortgage. The receiver shall have power to collect the full maturity of the note, and to receive and hold the proceeds of the sale of the premises, and to distribute the same to the holders of the note, and to execute any other act or deed which may be necessary or proper in connection with the foreclosure proceedings, and to do all things which may be necessary or proper to carry out the purposes of this mortgage.

10. No action for the enforcement of the terms of any provision hereof shall be subject to any defense which would not be good and available to the party enforcing same in an action at law upon the note hereby secured.

11. Trustee or the holder 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, or to inquire into the validity of the mortgages or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to execute any power hereon unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of its agents or employees or those of its agents or employees, and it may require independent 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 all indebtedness hereby secured, and which contains a release in favor of a successor trustee, such release may be accepted as true without inquiry. Where a release is required of a successor trustee, the release shall be placed thereon by a prior trustee hereof or which contains in substance with the description herein contained of the note and which purpose to be placed thereon by a prior trustee hereof designated as the maker thereof, and where the release is required of the original trustee, the release may be placed thereon by the person hereof designated as the maker thereof, and which contains in substance with the description herein contained of the note and which purpose to be placed thereon by a prior trustee hereof designated as the maker thereof.

13. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, liability of Trustee, in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed, shall be assumed by the successor in Trust. Any successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

14. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the said Mortgagee, whether or not such persons shall have executed this Trust Deed. The word "note" when used in this instrument shall be construed to mean "note" when more than one note is used.

15. Notwithstanding the provisions of this Trust Deed, Trustee or successor trustee shall be entitled to reasonable compensation for any other act or service performed under any provision of this trust deed. The provisions of the Trust Act of the State of Illinois shall be applicable to this trust deed.