

# UNOFFICIAL COPY

This Indenture, Made August 5, 1986, between

86340091

DAVID A. SCOTT and JOSEPHINE SCOTT, his wife

herein referred to as "Mortgagors," and

Charles Ringer Company  
7915 Exchange Avenue,

Chicago, 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 TWO THOUSAND and 00/100~~ (\$22,000.00) DOLLARS, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to

~~CHARLES RINGER COMPANY~~ CHARLES RINGER COMPANY

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest monthly on the balance of principal remaining from time to time unpaid at

the rate of eleven percent per annum in instalments as follows: Two Hundred Fifty and 06/100

Dollars on the first day of September 1986 and Two Hundred Fifty and 06/100

(\$250.06) Dollars on the first 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 first day of August 2001. 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 ~~seven~~ 11 1/2 percent per annum, and all of said prin-

cipal and interest being made payable at Charles Ringer Company, 7915 Exchange Avenue

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 Charles Ringer Company, 7915 Exchange Ave., Chicago Illinois

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, successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate,

ate, lying and being in ~~the~~ Chicago Heights, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 31 in Subdivision recorded 5/7/56 as Document #16572482 of Outlot "A" (except the North 131.66' thereof) in Longwood Farrus First Addition being a Subdivision of part of the SW 1/4 NE 1/4 Sec. 18-35-14, according to the plat thereof recorded 7/1/54 as Document #15949878, in Cook County, Illinois.

Property Address: 534 Wood Street, Chicago Heights, Illinois

Property Index Number: 32-18-212-034-0000 Volume 013 CB

There shall be paid each month in addition to payment for principal and interest specified herein a sum equal to 1/12th of estimated annual real estate taxes and a proportionate sum for payment of premiums for insurance.

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

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STATE OF ILLINOIS, )  
County of COOK ) ss.

I, Charles R. Fitch  
a Notary Public in and for and residing in said County, in the State aforesaid, DO  
HEREBY CERTIFY THAT David A. Scott & Josephine Scott, his wife

who are personally known to me to be the same person<sup>al</sup> whose name is  
subscribed to the foregoing Instrument, appeared before me this day in person  
and acknowledged that they signed, sealed and delivered the said Instru-  
ment as their free and voluntary act, for the uses and purposes therein set  
forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 5<sup>th</sup>

day of August

A. D. 1986  
Charles R. Fitch  
Notary Public.

RECORDED  
INDEXED  
CHICAGO, ILL. \* 56 1340091  
REC'D. 1986 AUG 17

Property of Cook County Clerk's Office

The Instalment Note mentioned in the within  
Trust Deed has been identified herewith under  
Identification No. 7915

DATE \_\_\_\_\_ INITIALS \_\_\_\_\_

86340091

Box B71

**TRUST DEED**  
For Instrument Note

To David A. Scott & Josephine Scott, his wife

Charles Ringer Company  
Trustee

PROPERTY ADDRESS  
534 Wood Street  
Chicago Heights, Illinois 60411

LOAN NUMBER C 4630

This Document Prepared By:  
Charles R. Fitch  
7915 Exchange Avenue  
Chicago, Illinois 60617

Charles Ringer Company  
7915 Exchange Avenue  
Chicago 17, Illinois

1300

86 340091

# UNOFFICIAL COPY

*Handwritten signature: William H. Smith*

Witness the hand and seal of Mortgagees the day and year first above written.

16. If all or any part of the property or an interest is sold or transferred by mortgagee subordinate to this Mortgage (b) the creation of a purchase money security interest for household appliances (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option declare all the sums secured by this Mortgage to be immediately due and payable.

17. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagees" when used here- in 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.

18. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed. In case of resignation, inability or refusal to act of Trustee, 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 assume the administration for all acts performed hereunder.

19. Trustee shall release this trust deed and the lien thereof by proper instrument upon pre- sentation 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 with- out 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 signature of identification purporting to be executed by a prior Trustee hereunder or which conforms in substance with the description herein con- tained 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 has never executed a certi- ficate on any instrument identifying same as the note described herein, Trustee may accept as the genuine note herein described any note which purports to be executed by the persons herein design- ated as makers thereof.

20. Trustee has no duty in examining 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, but shall be liable for any acts or omissions hereunder, except in case of his own gross negligence or misfeasance or that of the agents or employees of Trustee, and may require indemnities satisfactory to Trustee, including any power herein given.

21. Trustee or the holder of the note shall have the right to inspect the premises at all rea- sonable times and access thereto shall be permitted for that purpose.

22. 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.

23. 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 Mortgagees at the time of application for such receiver and without regard to the 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 Mortgagees, 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; (2) any tax, special assessment or other lien which may be or become superior to the lien hereof; or (3) such decree, provided such application is made prior to foreclosure sale; (4) the deficiency in case of a sale and deficiency.

24. 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 liens which under the terms hereof constitute secured indebtedness additional to that en- densed by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagees, their heirs, legal representatives or assigns, as their rights may appear.

25. Management of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8634091

66340091

Box 149

# TRUST DEED

For Indentment Note

David A. Scott & Josephine Scott, his wife

To

Charles Ringer Company

Trustee

PROPERTY ADDRESS

531/2 Wood Street

Chicago Heights, Illinois 60411

LOAN NUMBER

C 4630

This Document Prepared By:

Charles R. Pitch

7915 Exchange Avenue

Chicago, Illinois 60617

Charles Ringer Company

7915 Exchange Avenue

Chicago 17, Illinois

160092 98

Property of Cook County Clerk's Office

1930

The Indentment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 7915

HERBERT GERHART WHAT, David A. Scott & Josephine Scott, his wife  
 a Notary Public in and for and residing in said County, in the State aforesaid, DO  
 hereby certify that Charles R. Pitch  
 who are personally known to me to be the same persons 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 free and voluntary act for the uses and purposes therein set forth including the release and waiver of the right of homestead.  
 GIVEN under my hand and Notarial Seal this 5th day of Aug 1930

160092 98

STATE OF ILLINOIS  
COOK COUNTY  
NOTARY PUBLIC