



TRUST DEED

UNOFFICIAL COPY

87490161

CHICAGO TITLE AND TRUST COMPANY
351 N. LA SALLE ST.
CHICAGO, ILL. 60610
TRUST DEED 87490161

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 SEP -4 PM 3:05

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 29, 1987, between PAUL A. LANDELIUS, divorced and not since remarried, and TINA M. MICELI, a spinster.

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 NINETY THOUSAND AND NO/100 (\$90,000.00)

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

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from September 1, 1987 on the balance of principal remaining from time to time unpaid at the rate of NINE (9%) per cent per annum in instalments (including principal and interest) as follows: SEVEN HUNDRED TWENTY-FOUR AND 17/100 (\$724.17)

Dollars or more on the 1st day of October, 1987, and SEVEN HUNDRED TWENTY-FOUR AND 17/100 (\$724.17) 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 September, 2017. 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 Ten (10%) per annum, and all of said principal and interest being made payable at such banking house or trust company in Guttenberg, New Jersey 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 George A. Landelius 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:

LOT 140 IN ANGELINE DYNIEWICZ PARK BOULEVARD ADDITION IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

This document prepared by: Richard G. Larsen, 32 Main Street, Park Ridge, Illinois 60068

Permanent Tax Index No. 13-08-125-021-0000.

CCO [Signature]

1200

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, 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 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: Paul A. Landelius] [SEAL] [Signature: Tina M. Miceli] [SEAL]
(PAUL A. LANDELIUS) (TINA M. MICELI)

STATE OF ILLINOIS, }
County of Cook } ss. i. Richard G. Larsen
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Paul A. Landelius, divorced and not since remarried, and Tina M. Miceli, a spinster who are personally known to me to be the same persons whose names 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 29th day of August 1987.
[Signature: Richard G. Larsen] Notary Public

87490161

LARSON AND BLUND
32 MAIN STREET
PARK RIDGE, IL 60068

FOR RECORDS INDEX PURPOSES
INSR ST STREET ADDRESS OF ABOVE
DISCONTINUED PROPERTY HERE
5232 N. MOBILE
Chicago, Illinois

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND
TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE
AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST
DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY,
Trustee,
By *[Signature]*
Assistant Secretary/Treasurer
Identification No. 720338

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or building improvements now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances as required by law or municipal ordinance; (f) make no material alterations in said premises except as required by law or municipal ordinance; and (g) 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 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 incur.

2. Mortgages shall keep all buildings and improvements now or hereafter on said premises insured against loss or damage by fire, lightning or windstorms (and flood damage, where the lender is required by law to have its loan insured) under policies providing for payment by the insurance companies of money sufficient to pay the cost of replacing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee or to holders of the note, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

3. In case of default, Trustee 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 purchases, discharge, compromise or settle any tax lien or other prior lien or title or claim hereof, or redeem from any sale or foreclosure and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Trustee or holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action hereunder authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the rate paid or to be paid on the note securing this trust deed. If any, otherwise the promissory rate set forth herein, at a rate equivalent to the rate paid or to be paid on the note securing this trust deed, shall become a part of the principal of the note and shall be added to the principal of the note and shall be paid or to be paid on the note. 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 due and payable principal of the note, together with interest thereon and expenses of the suit, and shall be paid or to be paid on behalf of Trustee or holders of the note for attorney's fees. Trustee's fees, appraisers' fees, documentaries and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to terms to be expended after entry of the decree of foreclosure) all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become a part of the principal of the note and shall be added to the principal of the note and shall be paid or to be paid on the note. In the event of a default or other event which results in a foreclosure sale of the premises, the proceeds of such sale 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 items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest, legal fees, attorneys' fees and costs, and interest thereon as herein provided; third, all principal and interest, including unpaid on the note; fourth, any overplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

4. Upon, or at any time after the filing of a bill to foreclose the lien of the note, 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 such bill, without notice, with or without the consent of Mortgages, and the receiver so appointed shall have power to collect the full rents, issues and profits of said premises during the pendency of such receiver. Such receiver shall have power to collect the full rents, issues and profits of said premises during the pendency of such receiver, as well as during any further time when Mortgages, except for the statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgages, except for the statutory period of redemption, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or useful in such case for the protection, possession, control, management and operation of the premises during the whole or part of the period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment of 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 a part of the principal of the note hereof; or (b) such other purpose as the Court may direct.

5. The Trustee or the holders of the note hereby procured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate of estimated value, assessment, sale, forfeiture, tax lien or title or claim hereof, and shall not be liable to the holders of the note or to the Trustee or holders of the note for any error or omission hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnification satisfactory to it before exercising any power herein given.

6. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release in lieu of and at the request of any person who shall, either before or after maturity hereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which upon acceptance as the genuine note herein described any note which bears an identification number or purporting 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 persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has never been placed in the identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers hereof.

7. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Title 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 or Registrar of Title in which this instrument shall have been recorded or filed, shall be Successor in Trust hereunder and shall have the identical title, powers and authority as are herein given Trustee.

8. 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 indebtedness or any part thereof, 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 "notes" when more than one note is used.

9. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when this trust deed 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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