

UNOFFICIAL COPY

TRUST DEED

7-43071

87563071

Deliver To
Recorder's Office

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made September 17, 19 87, between Alice F. Hopkins (spinster), herein referred to as "Mortgagor", and **HYDE PARK BANK 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 holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of this Note, in the principal sum of Three Thousand and no/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to **BEAKER Hyde Park Bank and Trust Company** and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 12.00 per cent per annum in instalments as follows:

One Hundred and 07/100 Dollars on the 30th day of September 19 87 and One Hundred and 07/100 Dollars on the 30th day of each month thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the 30th day of August 19 90. 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 per cent 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 **HYDE PARK BANK AND TRUST COMPANY** in said City.

NOW, THEREFORE, the Mortgagors to secure 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 of which is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate, together with all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF, and known as EXHIBIT "A".

87563071

PREPARED BY [Signature]
HYDE PARK BANK AND TRUST COMPANY
1525 E. 53rd STREET
CHICAGO, ILLINOIS 60615

717-011 # Series #

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, or air, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inlaid beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate and are 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 conditions and provisions appearing on this page and on page two (the reverse side hereof) 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.

Alice F. Hopkins (SEAL) _____ (SEAL)

(SEAL) _____ (SEAL)

STATE OF ILLINOIS, }
County of COOK } ss. I, DONNA J. SEDLAK
Alice F. Hopkins
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

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 she signed, sealed

"OFFICIAL COPY"
DONNA J. SEDLAK
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 5/20/91

under my hand and Notarial Seal this 17th day of Sept, A. D. 19 87.

Donna J. Sedlak
Notary Public.

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1. Mortgages shall (1) promptly repair or replace any building or structure on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without cost and free from encumbrances or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall be liable for the payment of all general real estate taxes and shall deposit or cause to be deposited with the Trustee named in this Trust Deed or with the legal holder of the note referred to herein on the first day of each and every month during the term of said loan a sum equal to one twelfth of the estimated general real estate taxes next accruing against said premises computed on the amount of the last ascertainable real estate taxes. Mortgages shall pay special taxes, special assessment water charges, sewer charges and other charges against the premises when due and shall upon written request furnish to Trustee or to holders of the note referred to herein duplicate receipts therefor.

3. Mortgages shall cause all buildings and improvements now or hereafter situated on said premises to be insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance company of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the requirements of the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such receipts to be evidenced by the standard mortgage clause to be attached to each policy, 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. Mortgages shall deposit with the Trustee an amount equivalent to one twelfth of the annual insurance premiums on the first day of each and every month during the term of said loan. The amounts deposited under the real estate tax reserve and insurance reserve referred to in paragraph two and three hereof shall be held by the Trustee or the legal holder of the note as and for a Sinking Fund to be used by the Trustee or the legal holder of the note to pay the general real estate taxes levied against said premises and insurance premiums as and when the same become due and payable.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore 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 purchase, discharge, compromise or settle any tax liens or other prior liens or claims thereon, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises, and the lien hereof, plus reasonable compensation to Trustee for such matter concerning which action herein provided may be taken, shall be an additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, estimate or certificate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or claim thereon.

6. Mortgages shall pay each loan of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgages herein contained. Any deficiency in the amount of any monthly payment of principal or interest on account of default and the Trustee or the holders of the note secured hereby may cause a "late charge" on each payment more than fifteen days in arrears to cover the extra expense involved in handling delinquent payments.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit or action to enforce the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and costs which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and court evidence, stenographic charges, publication costs and costs (which may be estimated at its items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee 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 in bidders at any sale which may be had pursuant to such decree the true condition of the title in or on the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and payable with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with the enforcement of the lien hereof, and shall be an additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages.

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 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 provided by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to enforce 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 to the mortgagor or to any other party, and the receiver may be authorized 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 time when Mortgages, 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, preservation, control, management and operation of the premises during the whole or in part of the time any receiver may be appointed 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 enforcing this trust deed, or any part thereof, and (2) the deficiency in case of a sale of the premises.

10. No notice for the enforcement of the lien or of any provision 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.

11. Trustee or the holders 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, nor shall Trustee be obligated to record this trust deed or to execute any power herein given unless expressly obligated by the terms hereof, nor by law for any acts or omissions hereunder, except in case of its own gross negligence or abandonment or that of the agents or employees of Trustee, and it may require such title examination as it deems satisfactory to it before exercising any power herein given.

13. 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 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 without 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 certificate of identification purporting to be executed by a prior trustee hereunder or which in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the members thereof; and where the release is requested of the original trustee and it has never executed a certificate of identification or any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which contains in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as members thereof.

14. 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, inability or refusal to act of Trustee, the then Recorder or Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are here given a Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. 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.

16. Mortgages specifically exclude from the conveyance made hereby any security interest in furniture, appliances, kitchenware and any other property which qualifies as "Household Goods" as defined in 12 C.F.R. 227.12, unless such security interests are either possessory security interests or purchase money security interests.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THIS TRUST DEED IS FILED FOR RECORD.

The instrument Note mentioned in the within Trust Deed has been identified herewith under identification No. 210-53385
HYDE PARK BANK AND TRUST COMPANY
 by [Signature]
 Executive X Vice President

87563071

DELIVERY INSTRUCTIONS

NAME | HYDE PARK BANK AND TRUST COMPANY
 STREET | 1525 E. 53rd STREET
 CITY | CHICAGO, ILLINOIS 60615

RETURN RECORDED DOCUMENT TO:
 HYDE PARK BANK AND TRUST COMPANY
 1525 E. 53rd STREET
 CHICAGO, ILLINOIS 60615

FOR RECORDERS INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

5518 S. Cornell Ave.
 Chicago, Il. 60637

UNOFFICIAL COPY

2008 3 30 7 1

EXHIBIT "A"

DEPT-01 RECORDING \$13.25
TN111 TRAN 8942 10/17/87 09:18:00
#6276 #A *—87—563071
COOK COUNTY RECORDER

To wit : Unit No. 5518-2E as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel"): Sub-lots 1 and 2 and private alley South of and adjoining Sub-Lot Two(2) of A.E. Swana's Resubdivision of the south twenty(20) feet of lot fourteen(14) and all of Lots fifteen(15) and sixteen(16) in block 1 of Illinois Central Subdivision of the West Part of the South West Fourteen and nine hundredths (14.09) Acres in the fractional South West quarter of Section Twelve(12) and the West part of the North West Seventeen and Ninety Three Hundredths (17.93) Acres in the fractional North West quarter of section Thirteen(13) Township Thirty-eight (38) North Range Fourteen(14), East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS: 5518 South Cornell Ave. Chgo., Il. 60637

Perm. R. E. Index # : 20-13-100-015-1008



RETURN RECORDED DOCUMENT TO:
HYDE PARK BANK AND TRUST COMPANY
1525 E. 53rd STREET
CHICAGO, ILLINOIS 60615

1325

Cook County Clerk's Office

PREPARED BY: *[Signature]*
HYDE PARK BANK AND TRUST COMPANY
1525 E. 53rd STREET
CHICAGO, ILLINOIS 60615

87563071

87563071

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Property of Cook County Clerk's Office

Yours truly,
[Signature]

[Name]