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722009 TRUST DEED

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CTTC 7 THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 21, 1987, between

SIDNEY D. BECKER and JEAN ANN BECKER, 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

ONE HUNDRED FORTY-FIVE THOUSAND AND NO/100THS (\$145,000.00)-----Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BECKER

JOHN PAKALNIS

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from the date hereof on the balance of principal remaining from time to time unpaid at the rate of 10.25 per cent per annum in instalments (including principal and interest) as follows:

\$1,580.50----- Dollars or more on the 21st day of January 1988, and a like sum Dollars or more on the 21st 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 21st day of December, 1992. 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 15.0% 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 JOHN PAKALNIS 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 1 IN VAN HORN AND SINCLAIR'S RESUBDIVISION OF LOTS 10 TO 15 OF BLOCK 21 OF RAVENSWOOD SUBDIVISION OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-18-223-018-0000 BVO M Clerk ADDRESS: 1634-36 W. Montrose and 4405-11 N. Paulina, Chicago, IL 60613

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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, 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 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.

Sidney D. Becker [SEAL] JEAN ANN BECKER [SEAL] SIDNEY D. BECKER [SEAL] JEAN ANN BECKER [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 County of COOK THAT SIDNEY D. BECKER and JEAN ANN BECKER, his wife

who are personally known to me to be the same person as whose name as 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

OFFICIAL SEAL P. JEROME JAKUBCO Notary Public Cook County, Illinois My Commission Expires August 16, 1989

21st day of DECEMBER 19 87 Notary Public

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PLACE IN RECORDED COPY BOX NUMBER 487 Chicago, IL 60602

MAIL TO: Ronald L. Farkas Ginsburg & Farkas 77 W. Washington Chicago, IL 60602

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

1. Mortgages 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 secured by payment for the benefit of the mortgagee... 2. Mortgages shall pay before any general lien, special assessment, 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 a duplicate receipt therefor... 3. Mortgages shall keep said premises in good condition and repair, without cost to the lender, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof... 4. In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder before 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 lien or claim in or out of court or by arbitration or otherwise... 5. The Trustee or the holders of the note hereby secured making any payment authorized hereunder shall be deemed to have made such payment on behalf of the Mortgages... 6. Mortgages shall pay each item of indebtedness hereunder, both principal and interest, when due according to the terms hereof... 7. When the indebtedness hereof is secured by a mortgage or other lien, the Mortgages shall have the right to foreclose the lien hereof... 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 liens which under the terms hereof constitute a lien in priority to the lien hereof... 9. Upon or at any time after the filing of a bill to foreclose the trust deed, the court in which such bill is filed may appoint a receiver of said premises... 10. No action for the enforcement of the lien 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 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, or to inquire into the validity of the signatures 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 herein given unless expressly obligated by the terms hereof... 13. Trustee shall release this trust deed and the lien thereon 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 and all indebtedness hereby secured has been paid, which release may be in the form of a deed or otherwise... 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 of Deeds of the county in which the premises are situated shall be Successor in Trust hereunder and shall have the identical title, powers and authority as are herein given Trustee... 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 or through this instrument shall be construed to mean "notices" when more than one notice is used... 16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release 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.

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

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722009 Identification No. CHICAGO TITLE AND TRUST COMPANY By: [Signature]

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 1634-36 W. Montrose and 1405-11 N. Paulina Chicago, IL 60613

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RIDER TO TRUST DEED

\$145,000.00

December 21, 1987

1. WRAPAROUND MORTGAGE - Whereas there is presently outstanding a first mortgage lien on the real estate described in this instrument which first mortgage was recorded as document no. 24129875 and whereas the outstanding principal balance on said indebtedness is approximately \$30,000.00, it is agreed that as long as the note secured hereby is not in monetary default, the holder thereof shall have the obligation to make all required payments due under the first mortgage indebtedness and said first mortgage indebtedness shall be paid in full out of the balloon payment due hereunder. If the holder fails to so pay the first mortgage indebtedness the undersigned mortgagor shall have the right, but not the obligation, to pay said first mortgage indebtedness directly to the holder of said note and to deduct such sums paid from the monthly payments due hereunder. Evidence of monthly payments shall be exhibited to the undersigned mortgagor upon request from time to time.

2. LATE CHARGE - If any installment of principal, interest or escrows are not paid within 5 days of its due date, there shall accrue a late charge of one-fifteenth (1/15) of one (1) percent of the entire unpaid principal balance then due under the note secured hereby. Said late charge shall accrue only once for each delinquent installment.

3. CONSTRUCTION - This Mortgage has been executed and delivered at Chicago, Illinois, and shall be construed and enforced pursuant to the laws of the State of Illinois. The headings of the paragraphs are for convenience only and do not limit or construe the contents of the paragraphs.

4. SALE OF ASSIGNMENT - Without limitation of any other provision of this Mortgage, neither of the mortgagors will sell, convey, transfer, assign or permit the sale, conveyance, transfer, assignment, in whole or in part, of the mortgaged premises or any part thereof, or any interest in same, the rents, income, profits or contract rights or sales of other proceeds arising from the mortgaged premises without the prior written consent of the holder of the note secured hereby; any violation of the covenants hereinabove set forth made without the holder's prior written consent shall, at the option of the holder, constitute a default requiring the entire principal and all other sums then due under the note to be then due and payable in full; and upon failure to so pay, the holder may foreclose this mortgage and/or avail himself of any of the other remedies available to him upon default. A sale by any installment agreement, or the entering into of any lease containing an option to purchase, shall constitute a sale, within the meaning of this paragraph.

5. NOTICE - All notices required to be given pursuant to the

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terms hereof shall be by certified mail to the addresses as follows or as hereafter directed by notice:

To Mortgagee: Mr. John Pakalnis
1906 W. Montrose Avenue
Chicago, IL 60613

With Copy to: Ronald L. Farkas, Esq.
Ginsburg & Farkas
77 W. Washington
Chicago, IL 60602

To Mortgagors: Mr. & Mrs. Sidney D. Becker
3300 N. Southport
Chicago, IL 60657

6. ASSIGNMENT OF RENTS - In consideration of the premises, the undersigned mortgagors do hereby sell, assign, transfer and set over unto Mortgagee, his successors and assigns, all of the rents, issues and profits now due or hereafter to become due under or by virtue of any lease, tenancy or other agreement for the uses or occupancy of any part of the subject premises, and does hereby irrevocably authorize JOHN PAKALNIS, the mortgagee, to collect all such rents, issues and profits in his own name, and to rent, lease and to fill any vacancies, all without notice to the undersigned. This Assignment of Rents is given to secure payment of the principal and interest due under the Note secured hereby and shall remain in full force and effect until said indebtedness is fully paid. This Assignment of Rents shall be operative only in the event of a default in the payment of principal and interest secured by this mortgage or in the event of a breach of any covenant in this instrument or in the Note secured hereby.

7. PURCHASE MONEY MORTGAGE- This is a part purchase money junior mortgage as is more fully described in paragraph 1 of this rider.

Executed at Chicago, Illinois on the day and date first above writted.



SIDNEY D. BECKER



JEAN ANN BECKER

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