



## TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 26,

19 86, between

R. THOMAS PRITCHARD and CAROL PAUL PRITCHARD, 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

NINETY FIVE THOUSAND AND NO/100 (\$95,000.00) ----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~EXXON~~ COMMERCIAL NATIONAL BANK OF CHICAGO

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 10-1/2 per cent per annum in instalments (including principal and interest) as follows:

EIGHT HUNDRED NINETY SEVEN AND NO/100 (\$897.00) ----- Dollars or more on the first day of February 19 87 and EIGHT HUNDRED NINETY SEVEN AND NO/100 (\$897.00) Dollars or more on the first day of each & every 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 January, 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 20 % 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 Commercial National Bank of Chicago 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 10 in Hubert Fullerton Avenue Highlands Subdivision No. 34 in Section 28, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

DIN: 13-28-107-031-0000 Property address: 3114 North Laramie, Chicago, Illinois THIS INSTRUMENT WAS PREPARED BY

ERLICE KAMP  
COMMERCIAL NATIONAL BANK  
4800 N. WESTERN AVE.  
CHICAGO, ILLINOIS 60626

which, with the property hereinabove 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, indoor 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.

*R. Thomas Pritchard* [SEAL] *Carol Paul Pritchard* [SEAL]  
R. THOMAS PRITCHARD CAROL PAUL PRITCHARD  
[SEAL] [SEAL]

STATE OF ILLINOIS, I, *the undersigned*,  
County of *Cook* SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY  
THAT *R. Thomas Pritchard and Carol Paul Pritchard*

who are personally known to me to be the same person as whose name is 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 31st day of December 1986.

*Patricia A. Keeley* Notary Public

Notarial Seal

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**14800 N. WESTERN AVENUE**

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DESCRIPTIVE ADDRESS OF ABOVE

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LAWDER TRUST INSTALMENT NOTE SECURED BY THIS  
TRUST DEED SHOULD BE DRAFTED BY CHICAGO TITLE  
AND TRUST COMPANY, BROOKLYN, NEW YORK. THE TRUST  
DEED IS FILED FOR RECORD.

FOR THE PROTECTION OF BOTH THE BORROWER AND  
LENDER, THIS INSTRUMENT NOTED BEING GUARDED BY THIS  
CHICAGO TITLE AND TRUST COMPANY, A  
TRUST DEED SHOULD BE DRAFTED BY THIS  
AND TRUST COMPANY, BROKERAGE TRUST  
DRAFTED FOR RECORD.

13. **Employers**, and **Trade Unions**. Decided that all negotiations, whether formal or informal, shall extend to land based buildings, union headquarters and all organisations carrying on their business in the State.

Received by a public trustee, he sold it to a subscriber, who, in consequence of his being unable to pay the sum due him, was compelled to sell it again to another person.

Individuals selected by this method were fully paid; but those who accepted a position in teaching or administration were given a stipend of \$100 per month, plus a \$100 bonus if they remained until July 1, 1945. This stipend was increased to \$150 per month for those who accepted a position in teaching or administration.

(Q) Now, tell me, under the circumstances of the nature of an action at law you prevail in most cases, but, as I understand it, you do good and available to the party interested in an action at law prevail in most cases, but, as I understand it, you do good and successful.

Such a situation would give the government power to control the economy, and it would be unconstitutional. The Constitution protects individual rights and limits the power of the government. The proposed amendment would violate these principles.

B. The procedures of any corrective action of this problem, as well as the anticipated and anticipated follow-up order of priority: First, an accurate

condition of the filio. To act this way is of no gain. All expanditures and expenditures of life nutritio in this paragraph were incurred in this condition.

percentage of early deaths from all causes and conditions for males aged 15 to 64 years.

considered as an indicator of any early occurring changes to whom an account of any detailed history of the patient may be available, and, if any abnormal findings, or evidence of disease, or any other disorder to

4. In case of default: (i) payment in full, and (ii), make any payment or performance any due before liquidation or the holders of the notes of the note may, but need not, sue for payment of the note.

of association, which always gives many details to consider.

material circumstances except as required by law or underpinning. (C) make no claim against the company within the period of twelve months from the date of the premium payment or (D) commence proceedings for the recovery of any amount due to the company due to any non-delivery or late delivery of any goods or services supplied by the company.

THE COORDINATES, LONGITUDES AND LATITUDES REFERRED TO ON THE DRAWINGS SIDE OF THIS TICKET ARE

R. Thomas Pritchard and Carol Paul Pritchard

**PREPAYER/PENALTY**

First Party shall have the right, at its option, to prepay the Note in whole at any time upon its delivery to the Bank, at least thirty (30) days prior to the date selected for prepayment, of a written notice indicating its intent to prepay the Note in full (the "Notice"). In the event that (1) the principal due hereunder is to be prepaid for any reason whatsoever, whether by declaration, acceleration or otherwise; and (2) the "United States Treasury Rate" (as hereinafter defined) is less than six and eighty-five/hundredths percent (6.85), First Party shall pay to the Bank, in addition to all other monies due hereunder, a Prepayment charge equal to the difference between (a) the present value of the interest payments on the unpaid principal balance accruing at the Interest Rate from the date of prepayment to the Maturity Date, compounded monthly, and (b) the present value of the interest payments on the unpaid principal balance accruing at a fixed rate of interest equal to the United States Treasury Rate plus three and **sixty-five hundredths percent (3.65%)** from the date of prepayment to the Maturity Date, compounded monthly. The term "United States Treasury Rate" shall mean a rate of interest per annum, rounded downward to the nearest 1/100 of one percent, equal to the average annual yield the Bank could obtain by purchasing on the date fifteen (15) business days prior to the date of prepayment three (3) United States Treasury Securities with semi-annual interest payments maturing closest to the Maturity Date. The discount rate employed to arrive at the present value calculations shall be the United States Treasury Rate. The amount due the Bank pursuant to this Prepayment charge shall be due and payable on the date of prepayment.

As an example, if (1) First Party notified the Bank on December 1, 1989 of its intent to prepay the Note on January 1, 1990 (the date of prepayment), the Note had a maturity date of January 1, 1992, the Interest Rate on the Note was 10.50% and the Note had an unpaid principal balance of \$100,000.00; and (2) on December 15, 1989, United States Treasury Securities maturing during December, 1992 carried a yield of 5.83%, United States Treasury Securities maturing during January, 1992 carried a yield of 5.83% and United States Treasury Securities maturing during February, 1992 carried a yield of 5.81%; then the United States Treasury Rate would be 5.83% and the Prepayment charge would be \$1920.18.

**FINANCIAL INFORMATION**

First Party shall provide the Bank with financial information during the term of the loan which will include, but not be limited to, financial statements and tax returns of the First Party and statements of income and expenses for the Property. First Party also agrees to make the books and records of the Property available for inspection by the bank if so requested. In addition, First Party agrees to provide the Bank with copies of any leases pertaining to the Property.

**BUSINESS LOAN RECITAL**

First Party represents and agrees that no obligation secured hereby constitutes a business loan which comes within the purview of subparagraph (c) of Section 4 of "An Act in relation to the rate of interest and other charges in connection with notes on credit and the lending of money", approved May 24, 1879, as amended (11 Rev. Stats. Ch. 74, Sec. 4C).

**DUE ON SALE**

Any sale, conveyance, transfer, pledge, mortgage or other encumbrance of any right, title or interest in the Premises or any portion thereof, or any sale, transfer or assignment (either outright or collateral) of all or any part of the beneficial interest in any trust holding title to the Premises, without the prior written approval of the Mortgagor shall, at the option of the Mortgagor, constitute a default hereunder, in which event the holder of the Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs; PROVIDED, HOWEVER, that sales, conveyances or transfers are permissible when and if the Transferee's creditworthiness and management ability are satisfactory to the Mortgagor, and the transferee has executed any and all assumption documents and satisfied any and all other requirements of the Mortgage prior to such sale, conveyance or transfer.

**ESCROW PAYMENTS**

In addition to the monthly payments provided for herein, the First Party agrees to deposit with Commercial National Bank of Chicago, or the holder hereof, on the day monthly installments of principal and interest are payable under the note, 1/12th of the annual insurance and current real estate taxes levied against the above described property and any anticipated increase; 60 days prior to any due date of taxes and insurance premiums First Party agrees to have deposited sufficient funds to cover the payment of said installment of tax or insurance premiums.

**LATE CHARGES**

Notwithstanding anything to the contrary herein, any deficiency in the amount of the total principal and interest payment shall, unless paid by the First Party prior to the expiration of ten days after the due date of such payment, constitute an event of default under this mortgage. The mortgagor may collect a "late charge" not to exceed ten percent (10%) of said total monthly payment of principal and interest, to cover the extra expense involved in handling delinquent payments.

**HALTER OF STATUTORY RIGHTS**

Guarantors shall not and will not apply for or avail himself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Mortarium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Trust Deed but hereby waive the benefit of such laws. Guarantor for himself waives any and all right to have the property and estates comprising the premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. Guarantors hereby waive any and all rights of redemption from sale under any order or decree of foreclosure of the mortgage on behalf of the Guarantors, and the Borrower.

*R. Thomas Pritchard*

R. Thomas Pritchard

*Carol Paul Pritchard*

Carol Paul Pritchard

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Property of Cook County Clerk's Office  
158-32-030384