

COOK COUNTY, ILLINOIS
FILED FOR REC'D

1987 APR -6 PM 2:41 87181298

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 3 19 87, between Terry L. Dashner and Mary C. Dashner, 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 Eighteen Thousand Seven Hundred Fifty and no/100 (\$18,750.00)

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

Dollars, 12.00

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from April 3, 1987 on the balance of principal remaining from time to time unpaid at the rate of eight (8) per cent per annum in instalments (including interest) as follows: One Hundred

Twenty Five and no/100 (\$125.00) Dollars or more on the 3rd day

of May 1987, and One Hundred Twenty Five and no/100 (\$125.00) Dollars or more on the 3rd 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 3rd day of April, 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 ten (10) 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 Mayme Kezele 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 Block 2 in James Rood Jr.'s Subdivision of Block 17 and 20 in the Subdivision of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois Permanent Index No. 14-19-213-021-0000 B D O M

3858 N. Hermitage CHOG. IL. THIS MTGE IS SUBJECT TO & SUBORDINATE TO THE MTGE RECORDED AS DOC. # 87181297 DATED 2-20-87 In the event of any sale, assignment, or transfer of ownership or control of the property described in this Trust Deed, or other disposition of the subject property by the maker hereof, (including Articles of Agreement for Deed, or lease with option to purchase), then the entire balance due hereunder shall become due and payable at once.

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 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 S and seal S of Mortgagors the day and year first above written
Terry L. Dashner [SEAL] Mary C. Dashner [SEAL]
Terry L. Dashner [SEAL] Mary C. Dashner [SEAL]

STATE OF ILLINOIS, I, Michael Brown
County of Cook SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Terry L. Dashner and Mary C. Dashner, his wife

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

This instrument prepared by: Michael Brown 1021 W. Armitage Chicago, IL. OFFICIAL SEAL MICHAEL BROWN NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires: 1-17-89 Notary Seal

7105076 of McAllen

87181298

UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BOX NUMBER

Chicago, Ill.

Chicago, Ill. 60611

3901 N. Lincoln Ave.

MAIL TO:

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OR ABOVE
DESCRIBED PROPERTY HERE

86218128

IMPORTANT!
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.

Identification No. **217725**
CHICAGO TITLE AND TRUST COMPANY
By *[Signature]*
Assistant Secretary/Assistant Vice President

1. Mortgages shall promptly repair, restore or rebuild any buildings or improvements or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics or other liens on claim 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 in holders of the note; (d) the complete time any building or improvement now or at any time in process of erection upon said premises; (e) comply with all governmental or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay any penalty attached to the premises for general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises which are levied, assessed, 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 desire to contest.

3. Mortgages shall keep all buildings and 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 so insured) under policies providing for payment of claims for loss or damage by fire or assessment which Mortgages may desire to contest.

4. In case of default herein, Trustee, or holder of the note, may, and may not, make any partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other lien or claim in whole or in part from any tax or other lien or claim in whole or in part for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or holder of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action hereunder is authorized may be taken, and shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and without interest thereon at a rate equivalent to the post mortuary rate set forth in the note securing this trust deed, if any, otherwise the pre-mortuary rate set forth in the note or Trustee or holder of the note shall never be considered as a waiver of any rights accruing to them on account of any default hereunder on the part of Mortgages.

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

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, notwithstanding any assignment of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, at the option of the holder of the note, become due and payable (a) immediately in the case of default in performance of any of the covenants of the Mortgages herein contained.

7. When the indebtedness hereon 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 to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenses and costs incurred by or incurred by or on behalf of Trustee or holder of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring 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 holder of the note may deem to be reasonably necessary for purposes of such sale or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby, and immediately due and payable, with interest thereon at a rate equivalent to the post mortuary rate set forth in the note securing this trust deed, if any, otherwise the pre-mortuary rate set forth in the note or Trustee or holder of the note shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) preparation for or preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereon, whether or not commencement of any suit for the foreclosure of the lien hereof is required after receipt of such threatened suit or proceeding; or (c) preparation for or preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereon, whether or not holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party set forth in the note securing this trust deed, if any, otherwise the pre-mortuary rate set forth in the note, when paid or incurred by Trustee or holder of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) preparation for or preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereon, whether or not actually commenced; or (c) preparation for or preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereon, whether or not actually commenced.

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 incurred by the foreclosing party, including all such items as are mentioned in the preceding paragraph hereof; second, all other liens which under the terms hereof constitute a lien on the premises, including all principal and interest, as hereinafter provided; third, all principal and interest, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose the lien hereof, 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 a bill to foreclose the lien hereof, without notice or inquiry of Mortgages at the time of application for such receiver and without regard to the value of the premises or whether the same shall be the 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 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 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: (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 lien hereon or of such decree, provided such application is made prior to the closing of a sale; (b) the deficiency in case of a sale and deficiency.

10. 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.

11. Trustee or the holder 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 exercise any power herein expressly or impliedly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien hereof 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, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true and without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine hereof any note which bears an identification number 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 which may be placed its 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 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 Lien Recorder or Registrar of Titles in which this instrument shall have been recorded or filed, shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authorities 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 the note when used in this instrument shall be construed to mean "notes" when more than one note 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 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.

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