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TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made MAY 4

1987, between

ACCT. #3888

JUNE M. MITCHELL

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 holder or 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

THREE HUNDRED ELEVEN THOUSAND SEVEN HUNDRED FOURTEEN AND 84/100 (\$311,714.84) -----

guaranty of _____ Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~ROBERT~~ SPALTER FINANCE CO., a corporation of Illinois, 8831-33 GROSS POINT RD., SKOKIE, ILL. 60077(675-7720) and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in instalments as follows:

THREE THOUSAND SEVEN HUNDRED ELEVEN AND NO/100 (\$3,711.00) ----- Dollars

or more on the 4th day of JUNE 1987 and THREE THOUSAND SEVEN HUNDRED ELEVEN AND NO/100

Dollars or more on the 4th day of each MONTH thereafter, to and including the 4th day of

APRIL 1994, with a final payment of the balance due on the 4th day of MAY 1994, with

interest ~~from~~ after maturity on the principal balance from time to time unpaid at the rate of 28 per

cent per ~~month~~ each of said instalments of principal bearing interest after maturity at the rate of 28 per cent per ~~month~~

and all of said principal and interest being made payable at such banking house or trust company in SKOKIE

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 SPALTER FINANCE CO., 8831-33 GROSS POINT ROAD, SKOKIE, ILLINOIS 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 seventeen (17) in Block three (3) in Kinsey's Forest Gardens, a Subdivision of that part of the East half of the North West quarter, lying South of the Chicago and North Western Railway in Section eight (8), Township forty (40) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois and commonly known as 5416 North Meade, Chicago, Illinois.

12.00

Permanent Tax No.: 13-08-113-040-0000

COOK COUNTY CLERK'S OFFICE

1987 MAY 18 AM 10:29

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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 all 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.

[SEAL]

[SEAL]

[SEAL]

[SEAL]

June M. Mitchell
June M. Mitchell

STATE OF ILLINOIS,

I, HELEN F. MILLER,

County of COOK

SS. A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JUNE M. MITCHELL

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 and delivered the said Instrument as her free and voluntary act, for the uses and

purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of MAY 1987.

Helen F. Miller
Helen F. Miller

Notary Public.

OFFICIAL SEAL
HELEN F. MILLER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/2/88

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

1. Mortgages shall (a) promptly repay, 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 stand so insured) under policies providing for payment by the insurance companies satisfactory to the holder of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holder of the note, such rights 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. The mortgage clause shall be form #127B or its equivalent.

2. In case of default thereon, Trustee or the holder of the note may, but need not, make any payment or perform any act which would be required to protect the mortgage in any form and manner deemed expedient, and need not, make full or partial payments of principal or interest or pay any taxes or assessments, or purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or foreclosure affecting said premises, including attorneys' fees, and any other moneys advanced by Trustee or the holder of the note to protect the mortgage in connection therewith, including attorneys' fees, and any other moneys paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, plus reasonable compensation to Trustee for each matter concerning which action herein 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 post maturity rate set forth in the note securing this trust deed, if any, otherwise the premium rate set forth therein. Function of Trustee or holder 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.

3. 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 return of Mortgages.

4. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder 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.

5. Where 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 hereon. In any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, reconveyance charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or 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 holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at a 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 shall be paid by the Mortgages in this paragraph mentioned at the time of the sale of the premises, and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the premium rate set forth therein.

6. 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 a valid and independent lien in favor of the Mortgages, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

7. Upon, or at any time after the filing of a bill to foreclose 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 the sale, without notice, without regard to the priority 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 then 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 sale and 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 redemption or profit, and all other powers which may be necessary for the protection, possession, control, management and operation of the premises during the whole of said period. The Court may, at any time, order the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or (b) any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

8. 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.

9. 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.

10. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures of the Mortgages, 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 given unless expressly obligated by the terms hereof, nor be liable for or on account hereof, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require independent and satisfactory evidence before exercising any power herein given.

11. 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 secured has been paid, which genuine note bears an identification number purporting to be placed thereon by a successor Trustee, and a successor Trustee may accept as the representation of the note described any note which bears an identification number purporting to be placed thereon by a successor Trustee, or which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as maker thereof. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are recorded or filed in case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar 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.

12. 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.

13. Before releasing this trust deed, 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.

FOR THE PROTECTION OF BOTH THE BORROWER AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY
 Assistant Secretary
 By: *[Signature]*