

TRUST DEED

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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)

Dollars, [Handwritten scribble]

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

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 principal and 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 200 ML

13.00

3858 N. Hermitage CHOG. IL. THIS MTGE IS SUBJECT TO & SUBORDINATE TO THE MTGE RECORDED AS DOC. # 87181298 DATED 3-30-87. 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 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 S and seal S of Mortgagors the day and year first above written. Terry L. Dashner [SEAL] Mary C. Dashner [SEAL]

STATE OF ILLINOIS, I, Michael Brown, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY County of Cook 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. 60614

OFFICIAL SEAL MICHAEL T. BROWN NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires: 1-17-89

3 day of April 19 87 Notary Public

7105076 of McAllen

87181298

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FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
3858 N. Hermitage
Chicago, Ill.

UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BOX NUMBER

Chicago, Ill. 60613

3901 N. Lincoln Ave.
Chicago, Ill.

MAIL TO:

CHICAGO TITLE AND TRUST COMPANY
By *[Signature]*
Assistant Secretary/Assistant Vice President
Identification No. **71775**

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

1. Mortgages shall (a) 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 loss so insured; and under policies providing for payment by the insurance companies of monies sufficient to pay the cost of replacing the same or to pay in full the indebtedness secured hereon; all in compliance satisfactory to 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 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.

2. Mortgages shall pay any general taxes, special assessments, 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 material information in said premises except as required by law or municipal ordinance.

3. Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

4. In case of default hereon, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore 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 lien or other prior lien or title or claim thereon, or authorized from any tax sale or forfeiture affecting said premises or contract of assessment, including any tax or assessment. All moneys paid for any of the purposes herein shall be taken from any tax sale or forfeiture affecting said premises and the lien hereon, plus reasonable compensation to Trustee for each matter concerning which action authorized without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note 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 post maturity rate set forth in the note, when paid or incurred by Trustee or holders of the note.

5. The Trustee or the holders of the note hereby secured from the appropriate public official inquiry into the accuracy of such bill, statement or return, or into the validity of any tax, assessment, sale, forfeiture, 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 payment or part payment of principal or interest in the note or in this Trust Deed by this Trust Deed shall, at the option of the holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, on account of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an amount second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as hereinafter 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, without notice, without regard to the solvency or insolvency 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 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 are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or in part of said period. The receiver of such receiver, would be entitled to apply the net income of the premises in payment in whole or in part of: (a) The indebtedness secured hereby, or of such decay, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency; and (c) the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not commencement of any suit for the foreclosure of such right to foreclose whether or not actually commenced; or (d) preparations for the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (e) preparations for the holders of the note in connection with this trust deed, if any, otherwise the post maturity rate set forth in the note, when paid or incurred by Trustee or holders of the note in connection with this trust deed.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an amount second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as hereinafter 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.

9. 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, without notice, without regard to the solvency or insolvency 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 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 are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or in part of said period. The receiver of such receiver, would be entitled to apply the net income of the premises in payment in whole or in part of: (a) The indebtedness secured hereby, or of such decay, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency; and (c) the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not commencement of any suit for the foreclosure of such right to foreclose whether or not actually commenced; or (d) preparations for the party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (e) preparations for the holders of the note in connection with this trust deed, if any, otherwise the post maturity rate set forth in the note, when paid or incurred by Trustee or holders of the note in connection with this trust deed.

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 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 of the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee 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 hereon given.

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 hereon, and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing the same, all indebtedness hereby secured by this trust deed may accept as true without inquiry. Where a release is required of a successor trustee, such successor trustee may accept as the genuine note hereon described any note which bears an identification number, reporting to be placed thereon by a prior trustee hereunder or which conforms with the description herein contained of the note and which purports to be placed thereon by the person hereon designated as the maker thereof; and where the release is requested of the original trustee, it has never 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 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 then Recorder of 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 authorities 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 them, their heirs, assigns and assigns in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authorities as are herein given Trustee.

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 Trustee 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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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
PROPERTY CONTROL

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