

UNOFFICIAL COPY

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TRUST DEED

1987 MAY 27 AM 10 31

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 26th, 19 87, between DRAGAN MANOJLOVIC AND DRAGANA MANOJLOVIC, 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

SIXTY THOUSAND AND NO/100 (\$60,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from May 26, 1987 on the balance of principal remaining from time to time unpaid at the rate of 10 percent per annum in instalments (including principal and interest) as follows:

FIVE HUNDRED EIGHTY & NO/100 (\$580.00) Dollars or more on the 1st day of June 19 87 and FIVE HUNDRED EIGHTY & NO/100 (\$580.00) - Dollars or more on the 1st 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 1st day of May, 2007. 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 17% per annum, and all of said principal and interest being made payable at such banking house or trust company in MELROSE PARK, 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 RAND INVESTMENT COMPANY, 8315 W. NORTH AVENUE, MELROSE PARK, ILLINOIS 60160

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 Village of Skokie COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 25 in Block 17 in North Side Realty Company's Dempster Golf Course Subdivision of the West 1/2 of the North East 1/4 and (except the East 660 Feet) the South East 1/4 of the North East 1/4 of Section 23, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT INDEX REAL ESTATE TAXES NO.: 10-23-209-036-0000

P.A. 6014 TRUMBULL Skokie IL 60076

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.

DRAGAN MANOJLOVIC (SEAL) DRAGANA MANOJLOVIC (SEAL)

13.00

STATE OF ILLINOIS,

County of COOK

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT DRAGAN MANOJLOVIC AND DRAGANA MANOJLOVIC, 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

sole and lawful act, to the uses and purposes therein set forth.

"OFFICIAL SEAL" Rosanne M. O'Connor Notary Public, State of Illinois Commission Expires 3/12/90 Given under my hand and Notarial Seal this 26th day of May 19 87. Rosanne M O'Connor Notary Public

Trust Deed - Individual Mortgagor - Secures One Instalment Note with Interest Included in Payment.

THIS DOCUMENT PREPARED BY LAURENCE H. WEINER, SUITE 604, 320 N. MICHIGAN AVENUE, CHICAGO, ILLINOIS 60160

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70-946620
615623 RD

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320 N. Michigan Ave. Suite 404
Lawrence W. Wynn

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

MAIL TO:

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

By *Lawrence W. Wynn*
CHICAGO TITLE AND TRUST COMPANY,
Trustee.
Identification No. **718322**

1. Mortgagors shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims 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 to holders of the note; (d) comply with all requirements of law or municipal ordinance 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. Mortgagors shall pay before any general taxes, and shall pay special taxes, special assessments, 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 duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors 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 by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness 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.

4. In case of default hereof, Trustee or the holders of the note may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other lien or title or claim, or interest from any tax or forfeiture affecting said premises or contract or assessment. All moneys paid 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 holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for such 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 pre maturity rate set forth in the note.

5. The Trustee or the holders of the note hereby secured making any payment hereunder 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 in the note.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall notwithstanding any payment of principal or interest on 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 or principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any of the covenants of the Mortgagors herein contained.

7. When 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 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 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, surveys 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 holders of the note may deem to be reasonably necessary other than to purchase such title 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 a part of the indebtedness secured hereby and shall be 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 pre maturity rate set forth in the note.

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 items which under the terms hereof constitute a secured indebtedness additional to that evidenced by the note, 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. Such appointment may be made either before or after the filing of the bill, without notice, and 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 Mortgagors, 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 case for the protection, possession, control, management and operation of the premises during the whole or part of said period. The court from time to time may authorize the receiver to apply the net income of the premises 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 superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; (b) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (c) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (d) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (e) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (f) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (g) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (h) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (i) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (j) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (k) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (l) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (m) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (n) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (o) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (p) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (q) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (r) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (s) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (t) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (u) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (v) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (w) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (x) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (y) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale; (z) the deficiency in case of a sale and a deficiency, or of such decree, provided such application is made prior to the foreclosure sale.

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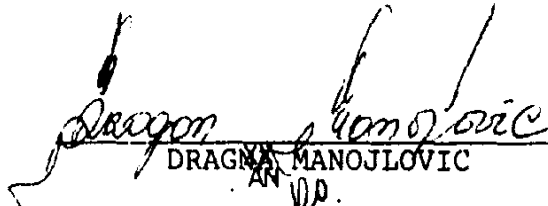
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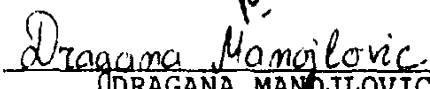
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Page 3 (continued) Covenants, Conditions and Provisions referred to on Page 1

17. It is hereby further agreed that should the Mortgagor sell, convey, transfer, dispose of or further encumber said property or any part hereof, the Mortgagee shall have the right, at its option, to declare all sums secured hereby forthwith due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

Property of Cook County Clerk's Office



DRAGANA MANOJLOVIC
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DRAGANA MANOJLOVIC

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