

87287409

THIS TRUST DEED made this 15th day of May, 1987, between George Vlahodimos

and Irini Vlahodimos, his wife and Effey Vlahodimos, married and now known as Effey Ashby

of the City of Chicago, County of Cook,
and State of Illinois (hereinafter, whether one or more, and if more than one, jointly and severally, called "Mortgagor") and RIVER OAKS BANK AND TRUST COMPANY, an Illinois banking corporation, doing business and having its principal office in Calumet City, Illinois, as Trustee, (hereinafter called "Trustee") WITNESSETH:

WHEREAS, Mortgagor is justly indebted to the legal holder(s) of the installment note hereinafter described, in the sum of Twenty one Thousand nine hundred six and 36/100 Dollars

(\$ 21,906.36), which indebtedness is evidenced by Mortgagor's installment note (the identity of which is evidenced by an identification number corresponding to the identification number of this Trust Deed), of even date herewith, made payable to THE ORDER OF RIVER OAKS BANK AND TRUST COMPANY, and upon the terms and provisions as provided therein, (hereinafter "Note") and delivered in and by which Note, Mortgagor promises to pay said indebtedness in monthly installments as provided therein, with the final installment, if not sooner paid, due and payable on May 21, 1994; and

WHEREAS, the indebtedness evidenced by the Note and all extensions and renewals thereof, in whole or in part, to the extent permitted by applicable law, all costs and disbursements, including, without limitation, reasonable attorneys' fees, incurred by Trustee and/or holder of the Note in legal proceedings to collect the debt evidenced by the Note or to realize upon any Collateral (as defined in the Note) after Default (as hereinafter defined in paragraph 9 hereof), and any and all other sums which at any time may be due or owing or required to be paid as provided in this Trust Deed or in the Note, are hereinafter called the "indebtedness secured hereby". The legal holder(s) of the Note are hereinafter, whether one or more, called "holder of the Note". The unearned portions of the FINANCE CHARGE and insurance charge(s), if any, determined as set forth in the Note are hereinafter called "Unearned Charges";

NOW, THEREFORE, Mortgagor, to secure the repayment of the indebtedness secured hereby in accordance with the covenants and agreements herein and in the Note contained, and the performance and observance of the covenants and agreements of Mortgagor as herein and in the Note contained, and also in consideration of the sum of One Dollar (\$1.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Convey and Warrant unto Trustee, its successors and assigns, the following described real estate:

Lot 6 in Block 6 in Ford City Subdivision Number 1, a subdivision of the West 1/4 of the Northeast 1/4 of the Northwest 1/4 of and that part of the west 1/4 of the North west 1/4 of Section 31, Township 37 North, Range 15 lying Northeasterly of the Kensington and Eastern Railroad and East of the 100 foot right of way of the C&W.I. Railroad (Except streets) East of the Third Principal Meridian

Permanent Tax I.D. No. 26-31-105-005 ⁰⁰⁰ AK

2911 E. 130th Street Chicago, Il. 60633

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which, together with the property hereinafter described, is called the "Premises",

TOGETHER with all improvements, tenements, buildings, easements, fixtures, privileges, reservations, allowances, hereditaments and appurtenances now or hereafter thereunto belonging or pertaining; and any and all rights and interests of every name and nature now or hereafter owned by Mortgagor, forming a part of or used in connection with the real estate or the operation and convenience of the buildings and improvements located thereon, including, by way of enumeration but without limitation, all equipment owned by Mortgagor and used or useful in the operation of the real estate or improvements thereon or furnished by Mortgagor to tenants thereof, including machines, machinery, fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation (whether single units or centrally controlled), and all floor covering, screens, storm windows and doors, window shades, blinds, awnings, stoves, refrigerators, dishwashers, disposal units, range hoods, water heaters and blowers; in each case now or hereafter placed in, on or at the Premises, it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically enumerated,

AND TOGETHER WITH all of the rents, income, receipts, revenues, issues and profits thereof and therefrom,

AND all of the land, estate, property and rights hereinabove described and hereby conveyed and intended so to be, whether or not affixed or annexed to the real estate, are intended to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate and for the purposes hereof shall be deemed to be real estate conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the Premises unto Trustee, its successors and assigns, forever, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits are hereby expressly released and waived, for the purposes, uses and trusts herein set forth, together with all right to retain possession of the Premises after any default in the payment of all or any part of the indebtedness secured hereby or the breach of any covenant or agreement herein contained, or upon the occurrence of any Default (as hereinafter defined in paragraph 9 hereof).

This document was prepared by:
(Name) Carol S. Brenat
(Address) 701 River Oaks Dr.
Calumet City, Il. 60409

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including, without limitation, all items enumerated in paragraph 10 hereof, under the terms hereof, con-
stituted indebtedness secured hereby and additional amounts of the Note shall be paid on the Note, less Unearned

Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order
secured hereby and immediately due and payable by Mortgagee.

By applicable law, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness
sale which may be had pursuant to such decree, the true condition of the title to or the value of the Premises. To the extent permitted

with respect to title as Trustee or holder of the Note may deem necessary either to prosecute such suit or to evidence to bidders at any
during all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances
steno-graphers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of pro-

holder of the Note for court costs, attorneys' fees, appraisers' fees, expenditures for documentary and expert evidence,
paid out of the rents, or the proceeds of such sales, all expenditures and expenses which may be paid or incurred by or on behalf of Trustee
or proceeding to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale to be

the lien hereof and to exercise any right, power or remedy as herein or in the Note provided, or by law or in equity conferred. In any
not paid in accordance with the terms as herein and in the Note provided, Trustee or holder of the Note shall have the right to foreclose

Foreclosure. When the indebtedness secured hereby, or any part thereof, shall become due, whether by acceleration or otherwise, and is
who, as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon any part of the indebtedness secured hereby.

only, the term "Mortgagee" shall mean and include not only Mortgagee, but also any beneficiary of a trustee mortgage and each person
secured hereby any indebtedness of Trustee or holder of the Note to Mortgagee. For the purposes of subsection (c) of this paragraph 9

created hereby or the priority of said lien or any right of Trustee or holder of the Note, holder of the Note may declare all unpaid indet-
secured hereby, less Unearned Charges, immediately due and payable and applied toward the payment of all unpaid indebtedness

occurred, at its option, without notice or demand to Mortgagee or any party claiming under Mortgagee, and without impairing the lien
which failure to continue for a period of three (3) days. To the extent permitted by applicable law, whenever a Default shall have

holder of the Note is in arrears in any material respect as of the date hereof; (g) if a default pursuant to paragraph 13 hereof shall occur, or
men, representation, covenant or warranty of Mortgagee hereof or in any other writing at any time furnished by Mortgagee to Trustee or

creditors; (d) if the Premises be placed under the control or custody of any court; (e) if Mortgagee abandons the Premises; (f) if any state-
not paid in accordance with the terms thereof or any other Obligation as defined in the Note when due; (b) if a proceeding be instituted to

Default. The occurrence of any of the following shall constitute a "Default" hereunder: (a) any failure to pay any amount owing on the
Note in accordance with the terms thereof or any other Obligation as defined in the Note when due; (b) if a proceeding of bankruptcy, reorganization or in-

enforce any lien, claim, charge or encumbrance upon the Premises; (c) if a proceeding of bankruptcy, reorganization or in-
solvency is filed by or against Mortgagee, or any of them, or if Mortgagee, or any of them, shall make any assignment for the benefit of

account of any default hereunder on the part of Mortgagee. In making any payment hereunder authorized, Trustee or holder of the Note shall
be sole judges of the legality and validity thereof, and of the amount necessarily to be paid in satisfaction thereof.

Condemnation. If the Premises, or any part thereof, shall be taken by condemnation, eminent domain or other taking, or by agreement
between Mortgagee, holder of the Note and those authorized to exercise such right, holder of the Note is hereby empowered to collect

and receive all compensation which may be paid for any property so taken or for damages to a property not taken and all condem-
tion compensation to be applied by holder of the Note as it may elect, to the immediate reduction of the indebtedness

secured hereby, less Unearned Charges, whether due or not, or to the repair or restoration of any property so damaged, provided that
any excess over the amount of the indebtedness secured hereby, less Unearned Charges, shall be delivered to Mortgagee. Such application

or change the amount of such installments.
Default. The occurrence of any of the following shall constitute a "Default" hereunder: (a) any failure to pay any amount owing on the

Holder's Performance of Mortgagee's Obligations. If Mortgagee fails to perform the covenants and agreements herein and in the Note
contained, or if any proceeding is commenced which materially affects the interest of Trustee or holder of the Note in the Premises,

including, but not limited to, eminent domain, insolvency, code enforcement, or an arrangement or proceeding involving a bankrupt
or decedent, then Trustee or holder of the Note may, but shall not be required to, make any payment or appearance or perform any act

herein required of Mortgagee in any form and manner deemed expedient to Trustee or holder of the Note, and may, but shall not be
required to, make full or partial payments of principal or interest on prior and subordinate encumbrances, if any, and purchase, discharge,

compro-mise or settle any lien, encumbrance, suit, title or claim thereof, or redemption from any tax sale or forfeiture affecting the Premises
or contest any tax or assessment. Neither Trustee nor holder of the Note shall incur any liability because of anything that it may do or

omit to do hereunder. Inaction 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 Mortgagee. In making any payment hereunder authorized, Trustee or holder of the Note shall

be sole judges of the legality and validity thereof, and of the amount necessarily to be paid in satisfaction thereof.
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or change the amount of such installments.

Default. The occurrence of any of the following shall constitute a "Default" hereunder: (a) any failure to pay any amount owing on the
Note in accordance with the terms thereof or any other Obligation as defined in the Note when due; (b) if a proceeding of bankruptcy, reorganization or in-

enforce any lien, claim, charge or encumbrance upon the Premises; (c) if a proceeding of bankruptcy, reorganization or in-
solvency is filed by or against Mortgagee, or any of them, or if Mortgagee, or any of them, shall make any assignment for the benefit of

account of any default hereunder on the part of Mortgagee. In making any payment hereunder authorized, Trustee or holder of the Note shall
be sole judges of the legality and validity thereof, and of the amount necessarily to be paid in satisfaction thereof.

Condemnation. If the Premises, or any part thereof, shall be taken by condemnation, eminent domain or other taking, or by agreement
between Mortgagee, holder of the Note and those authorized to exercise such right, holder of the Note is hereby empowered to collect

AND IT IS FURTHER AGREED THAT:
Payment of Indebtedness. Mortgagee shall promptly pay when due each item of indebtedness secured hereby and shall duly perform and

First Mortgage.
Mortgagee shall comply with all covenants and agreements contained in the first mortgage and holder of the first mortgage (hereinafter called "First Mortgage

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27. Provisions Severable. Wherever possible, each provision of this Trust Deed shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or clause of this Trust Deed be deemed to be prohibited by or invalid under applicable law, such provision or clause shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or clause or the remaining provisions and clauses of this Trust Deed.

IN WITNESS WHEREOF, Mortgagor has executed and delivered this Trust Deed on the day and year first above written.

George Vlahodimos
George Vlahodimos
Irene Vlahodimos
Irene Vlahodimos

Effey Vlahodimos Ashby
Effey Vlahodimos Ashby

87287409

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, The undersigned, a Notary Public in and for and residing in said County,

in the State aforesaid, DO HEREBY CERTIFY THAT George Vlahodimos and Effey V. Ashby and Irene Vlahodimos

who are personally known to me to be the same person s whose name s 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, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 15th day of May, 19 87.

Dorrah O'Connell
Notary Public

My Commission Expires Sept. 17, 1989

My Commission Expires: _____

DEPT-01 RECORDING \$14.00
14022 TRAN 1490-05/20/87 14:18:00
R2156 # * - 87-287409
COOK COUNTY RECORDER

IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY RIVER OAKS BANK AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification Number _____

RIVER OAKS BANK AND TRUST COMPANY, Trustee.

By: _____

Assistant Trust Officer
Assistant Secretary
Assistant Vice President

MAIL TO:

For Recorder's Index purposes, list street address of above described Premises here.

2911 E. 130th St. Chicago, IL 60633

Place in Recorder's Office
Box Number 175



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