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CHICAGO TITLE AND TRUST COMPANY  
FILED FOR RECORDS

1987 JUL -7 AM 11:36

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TRUST DEED

718981

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

13.00

THIS INSTRUMENT, made July 6, 1987, between Kevin A. Flondor

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

FIFTY SEVEN THOUSAND ONE HUNDRED TWENTY AND 00/100 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 August 1, 1987 on the balance of principal remaining from time to time unpaid at the rate of 9-1/2% per cent per annum in instalments (including principal and interest) as follows:

Four Hundred Eighty and 30/100 Dollars or more on the 1st day

of August 1987 and Four Hundred Eighty and 30/100 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 July, 2017. 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 9-1/2% per annum, and all of said principal and interest being made payable at such banking house or trust company in Cook County, 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 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 the right, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit: see attached legal description

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 and seal of Mortgagor the day and year first above written.

[SEAL] Kevin A. Flondor [SEAL]  
[SEAL] [SEAL]

STATE OF ILLINOIS, I, the undersigned }  
County of Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT KEVIN A. FLONDOR, a bachelor,

who 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 he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of July 1987.

Notary Seal: Notary Public

71-22-511

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County Clerk's Office

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BOX 333-GG 7

FROM RECORDER'S OFFICE... MAIL TO:

CHICAGO TITLE AND TRUST COMPANY, Inc.
Identification No. 218981

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

1. Mortgages shall be promptly repaired, restored or rebuilt any building or improvements now or hereafter situated on and premises insured against loss or damage by fire...
2. Mortgages shall pay before any penalty attached to general taxes, special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to trustee or to holder of the note a duplicate receipt therefor...
3. Mortgages shall keep all buildings and improvements now or hereafter situated on and premises insured against loss or damage by fire, lightning or whatever cause and flood damage, where the lender is required by law to have its loan insured under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby...
4. In case of default in the payment of the note, but need not, make any payment or perform any act hereunder...
5. The Trustee or the holder of the note hereby accepted on account of any default hereunder on the part of Mortgages...
6. Mortgages shall pay each term of indebtedness hereunder mentioned, both principal and interest, when due according to the terms hereof...
7. When the indebtedness is not paid or otherwise, the holder of the note or Trustee shall have the right to foreclose the lien hereof...
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an amount to pay all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof...
9. Upon or at any time after the filing of a bill to foreclose, it is understood, that the court in which such bill is filed may appoint a receiver of said premises...
10. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the party intervening 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 of the identity, capacity, or authority of the signatories on the note or trust deed, nor the date or contents of the instrument...
13. 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 at the request of any person who shall either before or after maturity thereof, produce and explain to Trustee an affidavit sworn to and attested by a notary public, which shall state that such person has been fully paid, and that the release hereof may be executed by the person herein designated as maker of the note...
14. Trustee may release 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 redemption, maturity 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 authority 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 or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the mortgage, and all persons claiming under or through the release hereof...
16. Trustee or Successor shall be entitled to reasonable compensation for any other act or service performed in effect under the 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.

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Unit Number 307 in Heritage Condominium Phase III, as delineated on a Survey of the following described Real Estate: Lot 1 and the West 80 Feet of Lot 2 (except the South 238 Feet of the East 66 Feet) in Bee Dee's Subdivision of part of Lot 162 in Clearview Estates Unit 3, a Subdivision of part of the South East 1/4 of Section 3, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois; which Survey is attached as Exhibit "C" to the Declaration of Condominium recorded as Document 87025802 together with its undivided percentage interest in the common elements together with the exclusive right to use garage space Number 307, a limited common element, as delineated on the survey attached as Exhibit "C" to said Declaration.

Mortgagor also hereby grants to the Mortgagee its Successors and Assigns, as rights and easements appurtenant to the above described Real Estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium aforesaid.

This Mortgage is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

P.I.N. 27-03-400-037 *DX*  
8830 W. 140th St.,  
Orland Park, Illinois

Property of Cook County Clerk's Office

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