

UNOFFICIAL COPY

TRUST DEED

1988 MAY -6 PM 1:19

88192900

723755

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

Wardburg 71-59-273 D

THIS INDENTURE, made May 2, 1988, between DONALD T. COLEMAN AND

ROSIE L. COLEMAN, HIS WIFE herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, a 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 FORTY-EIGHT

THOUSAND SEVEN HUNDRED FIFTY AND NO/100 (\$48,750.00)-----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 date of disbursement on the balance of principal remaining from time to time unpaid at the rate of * ~~XXXXXXXXXXXX~~ in instalments (including principal and interest) as follows: SIX HUNDRED

FIFTY SEVEN AND 81/100 (\$657.81)-----Dollars or more on the 1st day of JULY 1978 and SIX HUNDRED FIFTY-SEVEN AND 81/100 (\$657.81) 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 June 1998. 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 * ~~XXXXXXXXXXXX~~ 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 COMMUNITY BANK OF LAWDALE 1111 SOUTH ROMAN AVENUE 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:

* 2% above the prime rate (i.e. the rate charged by First National Bank of Chicago on loans made by it at Chicago, Illinois to its corporate commercial borrowers of the highest credit rating) from time to time in effect and changing simultaneously with each change in such prime rate payable,

THE EAST 1/2 OF LOT 41 AND ALL OF LOT 42 IN BLOCK 14 IN LAMBERT TREE'S SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #16-14-112-011-000 VOL. 559 3914-16 WEST CONGRESS

which, with the property hereinafter described, is referred to herein as the "premises," CHICAGO, ILLINOIS 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 Mortgagors the day and year first above written.

Donald T. Coleman (SEAL) Rosie L. Coleman (SEAL) DONALD T. COLEMAN ROSIE L. COLEMAN

STATE OF ILLINOIS, I, the undersigned SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Donald T. Coleman and Rosie L. Coleman, His Wife

who is personally known to me to be the same person whose names 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 voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2nd day of May 1988.

Notarial Seal

Commission Expires: 1/27/89

14.00

88192900

UNOFFICIAL COPY

RIDER TO THAT CERTAIN TRUST DEED DATED MAY 2, 1988
BY AND BETWEEN DONALD T. COLEMAN AND ROSIE L. COLEMAN
AND CHICAGO TITLE AND TRUST COMPANY (TRUSTEE)

1. Deposits for Taxes and Insurance Premiums. In order to assure the payment of taxes and insurance premiums payable with respect to the Premises as and when the same shall become due and payable:

(a) The Mortgagor shall, if hereafter required by the Holder of the Note, deposit with the Holder of the Note on the first day of each and every month, commencing with the date the first payment of interest and/or principal and interest shall become due on the indebtedness secured hereby, an amount equal to:

(i). One-Twelfth (1/12) of the Taxes next to become due upon the premises; provided that in the case of an amount which, when added to the aggregate amount of monthly sums next payable under this subparagraph (i), will result in sufficient reserve to pay the Taxes next becoming due one month prior to the date when such Taxes are, in fact, due and payable, plus

(ii). One-Twelfth (1/12) of the annual premiums on each policy of insurance upon the premises; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subparagraph (ii), will result in a sufficient reserve to pay the insurance premiums next becoming due on one month prior to the date when such insurance premiums are, in fact, due and payable; provided that the amount of such deposits (herein generally called "Tax and Insurance Deposits") shall be based upon the Holder of the Note's reasonable estimate as to the amount of Taxes and insurance premiums next to be payable; and all Taxes and Insurance Deposits shall be held by the Holder of the Note.

2. Restrictions on Transfer:

If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to the Mortgage or trust deed, bearing even date herewith, (b) the creation of purchase money security interest for household appliances, (c) the transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by the Mortgage or trust deed bearing even date herewith to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of

88192900

723755

UNOFFICIAL COPY

RIDER TO THAT CERTAIN TRUST AGREEMENT
BY AND BETWEEN BOARD OF TRUSTEES AND THE BANK OF CHICAGO
AND CHICAGO TITLE AND TRUST COMPANY

Deposits for Taxes and Insurance. The Trustee shall assume the payment of taxes and insurance on the property with respect to the Trust and the Trustee shall become due and payable.

(a) The Trustee shall, if necessary, cause to be paid by the holder of the Note, from its own funds, each and every month, commencing on the date the first payment of interest is due, principal and interest on the Note. The indebtedness secured by the Note shall be equal to:

(i) One-twelfth (1/12) of the principal amount of the Note, plus interest thereon, to be paid on each date of interest payment, provided that in the case of the first payment, there shall be deposited in the Trust account an amount of monthly payments equal to the amount of monthly payments plus interest on the unpaid principal amount of the Note, as provided in paragraph (ii) of this section, to be held in reserve to pay the interest on the Note becoming due on each date of interest payment when such interest payments are due.

(ii) One-twelfth (1/12) of the principal amount of the Note, plus interest thereon, on each date of interest payment, provided that in the case of the first payment, there shall be deposited in the Trust account an amount of monthly payments equal to the amount of monthly payments plus interest on the unpaid principal amount of the Note, as provided in paragraph (i) of this section, to be held in reserve to pay the interest on the Note becoming due on each date of interest payment when such interest payments are due. The Trustee shall provide that the amount of such deposits (thereinafter referred to as "deposits") shall be held in the Trust account and interest thereon shall be paid to the holder of the Note as provided in paragraph (a) of the amount of taxes and insurance which might next to be payable and all taxes and insurance deposits shall be held by the Trustee of the Note.

Restrictions on Transfer

All or any part of the property or interest therein is sold or transferred by the Trustee without the written consent of the Trustee, excluding the written consent of the Trustee, for the purpose of being even data hereof, for the purpose of being money security interest for purchase of property transferred by device, because of a joint account or the death of a joint tenant or a joint tenant, interest of such joint tenant or joint tenant, an option to purchase, shall not be exercisable until the date all the sum secured by the Note is paid, being even data hereof, for the purpose of being payable, shall have been paid in full to the Trustee or to whom the Note is assigned or transferred each assignment or transfer.

UNOFFICIAL COPY

18752

UNOFFICIAL COPY

such person is satisfactory to Lender and that the interest payable on the sums secured by the Mortgage or trust deed bearing even date, herewith shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under the Mortgage or trust deed bearing even date herewith and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with the provisions of the trust deed securing payment of the Note. Such notice shall provide a period of not less than 30 days, from the date the notice is mailed, within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by the Trust Deed securing the payment of this Note.

3. Notices:

Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by certified or equivalent mail, postage prepaid return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party hereto may by notice in writing designate for itself, shall constitute service of notice hereunder two (2) business days after the mailing thereof:

(a) If to the Holder of the Note:


COMMUNITY BANK OR LAWDALE

1111 SOUTH HOMAN AVENUE

CHICAGO, ILLINOIS 60624

(b) If to the Mortgagor:

any such other notice may be served by personal delivery thereof to the other party which delivery shall constitute service of notice hereunder on the date of such delivery.



DONALD T. COLEMAN



ROSIE L. COLEMAN

88192900

UNOFFICIAL COPY

such person is satisfied with the...
informing payee of the...
trust deed bearing over...
rate as lender shall...
option to accelerate...
borrower's successor...
assignment agreement...
shall release borrower...
Mortgage or trust deed...
Note

If lender exercises...
shall call borrower...
with the provision...
the Note, such...
than 30 days...
which borrower may...
fails to pay such...
period, lender may...
borrower, invoke...
securing the payment...
Notes

any notice which...
required to give...
and the mailing...
postage prepaid...
respective address...
such other place...
writing designate...
notice hereunder...
hereof

(a) If to the holder of the Note:

COMMUNITY BANK OF CHICAGO
111 SOUTH WABASH AVENUE
CHICAGO, ILLINOIS 60601

(b) If to the Borrower:

any such other notice may be...
direct to the other party...
service of notice hereunder...
hereof

55322

Property of Cook County Clerk's Office

55322