

89427877

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760407 CTTCS

THE ABOVE SPACE FOR RECORDER'S USE ONLY

72-21-946



THIS INDENTURE, made September 8 19 89, between Aaron J. Turk and Diana B. Turk, 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 holder or 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-Five Thousand and no/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 in installments as follows: Forty-Five Thousand and no/100 (\$45,000.00) Dollars

of more on the day of 19 and on demand five years from date Dollars or more on the day of each thereafter, to and including the day of specified therein, with a final payment of the balance due on the day of 19, with interest from September 8, 1989 on the principal balance from time to time unpaid at the rate of 12% per cent per annum; each of said installments of principal bearing interest after maturity at the rate of 15 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Skokie, 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 Chicago Acceptance Corporation, 8828 Niles Center Road, Skokie, IL 60076 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:

For legal description see Exhibit A attached hereto and made a part hereof.

This document prepared by Jeffrey T. Saltz, 33 North LaSalle St., Suite 2030, Chicago, IL 60602

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 Mortgagors the day and year first above written.

Aaron J. Turk [SEAL] Diana B. Turk [SEAL]

STATE OF ILLINOIS, County of Cook I, SIDNEY E. MORRISON SS. A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Aaron J. Turk and Diana B. Turk, his wife

who personally known to me to be the same persons 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 8 day of SEPT, 19 89 Sidney E. Morrison Notary Public

Notarial Seal

89427877

UNOFFICIAL COPY

PLACE IN RECORDE'S OFFICE BOX NUMBER

Chicago, Illinois 60602  
33 North LaSalle Street, Ste. 2030  
Morrisson, Kamins & Salt, P.C.  
Jeffrey T. Saltz Esq.

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

MAIL TO:

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.

Assistant Secretary  
Assistant Vice President

CHICAGO TITLE AND TRUST COMPANY,  
Trustee

IMPORTANT:

17. See Rider attached hereto and made a part hereof containing paragraphs 18 through 20.

1. Mortgages 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 mechanics' 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) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances 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. Mortgages shall pay before any penalty attaches all 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 holders of the note duplicate receipts therefor. To prevent default hereunder mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which mortgages may desire to contest.

3. Mortgages 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 monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in accordance with the terms of the policy. Mortgages shall deliver to Trustee for the benefit of the holders of the note, such 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 expiration of the policy.

4. In case of default hereof, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required to protect the interest of the holders of the note, and may, but need not, make full or partial payments of principal or interest on prior mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior mortgages, if any, and purchases, discharge, compromise or settle any tax lien or other prior lien or title or claim in favor of or interest on prior mortgages in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the interest of the holders of the note, 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 post maturity rate set forth therein.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any public sale, assessment, sale, foreclosure, tax lien or title or claim thereon.

6. Mortgages shall pay each item of indebtedness hereon 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 mortgages all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in 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 of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the mortgagee hereon 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 manner to be allowed and included as additional remedies in the decree for sale of the premises and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, appraisers' fees, expenses for documentary and other taxes, publication charges, photographers' charges, and costs (which may be estimated as to items to be expended after entry of the decree) or of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to the title as Trustee or holders of the note may deem to be reasonably necessary either to possess such suit or to evidence to bidders in any sale hereof, may be had pursuant to such decree of 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 so much additional indebtedness secured hereby and 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 post maturity rate set forth in the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any other indebtedness hereby secured, or (b) any preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose security hereof, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the premises of any foreclosing party.

8. The proceeds of any foreclosure sale of the premises and as 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 lien in addition to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, an 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 in a 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 sale, without notice, without regard to the solvency or insolvency of mortgages at the time of application for such receiver and without regard to the then 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 in case of a foreclosure, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when mortgages, except by the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any other instrument, 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 foreclosure sale; (b) the deficiency in case of a sale and deficiency.

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 the identity, capacity, authority or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor 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 and liability to it before exercising any power herein 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 hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior Trustee hereunder or which conforms in substance with the description herein contained of the original trustee and it has never placed or been designated as the makers thereof; and the release is requested of the original trustee and it has never placed or been designated as the makers thereof; and which conforms in substance with the description herein contained of the note and which purports to be executed by the makers thereof; and which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the makers thereof.

14. Trustee may assign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which the 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 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 indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

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 Trustees 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).

89427827

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2282256

Property of Cook County Clerk's Office

P.I.N.: 14-28-107-013

Address of Property: 655 West Barry, Chicago, Illinois 60657

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-B, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 88308224.

PARCEL 2:

ILLINOIS. PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, IUM RECORDED AS DOCUMENT 88308224 TOGETHER WITH ITS UNDIVIDED SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, PART OF LOT 2 IN BICKERDIKE AND STEELE'S SUBDIVISION F. RANSFORD) IN OAK GROVE ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF LOT 2 1/4 INCHES THEREOF CONVEYED TO THOMAS

THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1:

UNIT B IN BARRY HOMES CONDOMINIUM, AS DELINEATED ON A SURVEY OF

EXHIBIT A

760407

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Property of Cook County Clerk's Office

3/20/2018

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RIDER ATTACHED TO TRUST DEED  
BETWEEN AARON J. TURK AND DIANA  
B. TURK, MORTGAGOR, AND CHICAGO  
TRUST AND TITLE COMPANY, TRUSTEE

18) All the terms and provisions of the Note secured hereby are incorporated herein by reference.

19) The Mortgagor will not transfer, assign or in any way hypothecate or attempt to transfer, assign or hypothecate all or any part of his right, title or interest in the Real Estate without first obtaining written consent of the holder of the Note secured hereby. Upon any transfer, assignment or hypothecation of all or any part of undersigned's right, title or interest in the Real Estate, without the previous written consent of the holder of the Note secured hereby, the principal balance remaining at the time of such transfer, assignment or hypothecation shall immediately become due and payable. The acceptance of any payment after such transfer, assignment or hypothecation shall not be construed as a consent of the holder of the Note secured hereby to such assignment, transfer or hypothecation nor shall it effect his right to proceed with such action as the holder shall deem necessary.

20) The Note secured hereby provides that in the event of default hereunder or in the event of default under and pursuant to the terms of the Note secured hereby, or in the event the Trustee or the holder of the Note secured hereby, is made a party to any legal proceeding or suit, or becomes involved in any litigation as a result of, or relating to the Note or this Trust Deed, then, and in any such event, Maker shall be obligated to pay to the holder of the Note secured hereby on demand all of the fees, costs and expenses (including reasonable attorney's fees) paid of incurred by the holder of the Note secured hereby.

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11/1/07

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