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760909

TRUST DEED

UNOFFICIAL COPY

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

S 1210737C SAS

THIS DOCUMENT WAS PREPARED BY: MARGE CAMPANELLA, 4801 W. Fullerton Avenue, Chicago, Illinois 60639

THIS INDENTURE, made October 16 19 89, between Ella Perpoli, a widow not since remarried

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 Eighty Five

Thousand 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 date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 9.75 per cent per annum in instalments (including principal and interest) as follows:

Seven Hundred Thirty Four and 59/100----- Dollars or more on the 1st day of December 19 89, and Seven Hundred Thirty Four and 59/100----- 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 November 1994. 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 12.75 per annum, 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 CAPITOL BANK AND TRUST, 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 Village of Oak Lawn COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 2 in Vallera's 96th Street and Kilpatrick Avenue Subdivision, being a Subdivision of the East 148 feet (except the East 33 feet thereof), of the South 178.33 feet of the North 482.52 feet of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-01 RECORDING \$13.25
TH4444 TRAN 1057 10/30/89 14:11:00
#4339 # D * 89-514113
COOK COUNTY RECORDER

Property Address: 9624 South Kilpatrick Oak Lawn, Illinois

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PIN #24-10-100-036 which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, encumbrances, fixtures, and appurtenances thereto belong to, 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 space 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 hereinafter 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.

Ella Perpoli (SEAL) [SEAL]
Ella Perpoli (SEAL) [SEAL]

STATE OF ILLINOIS, I, Jim Runas, A Notary
County of Cook SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Ella Perpoli, a widow not since remarried

who is 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 she signed, sealed and delivered the said instrument as she free and

OFFICIAL Notary Seal
JIM RUNAS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES AUG 8, 1993

under my hand and Notarial Seal this 16th day of October 19 89
Notary Public

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UNOFFICIAL COPY

MAIL TO:

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
9624 South Kiltpatrick
DANIEL J. W. ILLINOIS

CAPITOL BANK AND TRUST
4801 W. Fullerton Avenue
Chicago, Illinois 60639

CHICAGO TITLE AND TRUST COMPANY
Identification No. 760909
Trustee

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.

1. The 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 or through Mortgages, and the word "Mortgages" when more than one note is used.

2. 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.

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 improvements and improvements shall pay in full under present, in the manner provided by statute, any tax, service charges, and other charges against the premises hereunder. Mortgages shall pay in full under present, in the manner provided by statute, any tax, material alterations in said premises except as required by law or municipal ordinance.

4. Mortgages shall pay before any portion of principal is due, interest on principal, and shall pay all taxes, water charges, sewer service charges, and other charges against the premises hereunder. Mortgages shall pay in full under present, in the manner provided by statute, any tax, material alterations in said premises except as required by law or municipal ordinance.

5. Mortgages shall pay before any portion of principal is due, interest on principal, and shall pay all taxes, water charges, sewer service charges, and other charges against the premises hereunder. Mortgages shall pay in full under present, in the manner provided by statute, any tax, material alterations in said premises except as required by law or municipal ordinance.

6. Mortgages shall pay before any portion of principal is due, interest on principal, and shall pay all taxes, water charges, sewer service charges, and other charges against the premises hereunder. Mortgages shall pay in full under present, in the manner provided by statute, any tax, material alterations in said premises except as required by law or municipal ordinance.

7. Mortgages shall pay before any portion of principal is due, interest on principal, and shall pay all taxes, water charges, sewer service charges, and other charges against the premises hereunder. Mortgages shall pay in full under present, in the manner provided by statute, any tax, material alterations in said premises except as required by law or municipal ordinance.

8. Mortgages shall pay before any portion of principal is due, interest on principal, and shall pay all taxes, water charges, sewer service charges, and other charges against the premises hereunder. Mortgages shall pay in full under present, in the manner provided by statute, any tax, material alterations in said premises except as required by law or municipal ordinance.

9. Mortgages shall pay before any portion of principal is due, interest on principal, and shall pay all taxes, water charges, sewer service charges, and other charges against the premises hereunder. Mortgages shall pay in full under present, in the manner provided by statute, any tax, material alterations in said premises except as required by law or municipal ordinance.

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 enforcing 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, 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 unless expressly obligated by the terms hereof, not by law, for any act or omission 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 satisfactory 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 hereon and a release of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee, the note, representing the same, all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number supporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the maker hereof, and where the release is requested of the original trustee, it may accept as the genuine note herein described any note 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 persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the trust deed is recorded or filed. In case of the resignation, inability or refusal to act as Trustee, or 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 provided.

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 or through Mortgages, and the word "Mortgages" 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.

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Any sale, transfer or conveyance of the with described premises, subsequent to the date of this instrument, shall at the option of the Holder thereof, cause the remaining unpaid balance due on this instrument or the Note which it secured, to become immediately due and payable.

It is covenanted and agreed between the Mortgagor and the Holder of the Note that the Mortgagor will not contract for, nor make any additional mortgage or encumbrance on the above described property, without the prior written consent of the Holder of the Note. In the event an additional mortgage or encumbrance is incurred without the prior written consent of the Holder of the Note, at the option of the Holder of the Note, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become immediately due and payable.

All policies of insurance to be maintained and provided as required by the terms of the Trust Deed shall be in forms, companies and amounts reasonably satisfactory to the Mortgagee, and all such policies shall have attached thereto Mortgage clauses or endorsements in favor of and with loss payable to and in form satisfactory to the Mortgagee. A copy of said policy shall be delivered to the Mortgagee.

A. In the event of default in any of the provisions contained in this Trust Deed, the Mortgagee, at its option, without being required to so do may apply any tax deposits on hand on any of the indebtedness hereby secured, in such order and manner as the Mortgagee may elect.

The undersigned agree to pay to the Holder of this Note on each monthly payment date, an additional amount equal to one-twelfth of the annual taxes and assessments levied against the mortgaged premises, all as estimated by the Holder of the Note. As taxes and assessments become due, the Holder of the Note is authorized to use such monies for the purpose of paying such taxes or assessments, and in the event such monies are insufficient for such purpose, the undersigned agree to pay to the Holder of the Note the difference forthwith.

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Property of Cook County Clerk's Office