

UNOFFICIAL COPY

TRUST DEED

COOK COUNTY, ILLINOIS

89076457

1989 FEB 21 AM 33

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

12⁰⁰

STANDARD

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71 98 109 0



THIS INDENTURE, made February 11 19 89, between

CLEO BUTLER AND JULIA M. BUTLER, his wife

herein referred to as "Mortgagors," and Lawrence R. Hochberg

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 THOUSAND AND NO/100-----Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF FIRST NATIONAL BANK IN HARVEY

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from February 11, 1989 on the balance of principal remaining from time to time unpaid at the rate of 12 percent per annum in instalments (including principal and interest) as follows:

One Thousand One Hundred Twelve and 22/100-----Dollars or more on the first day of April 1989 and One Thousand One Hundred Twelve and 22/100-----Dollars or more on the first 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 first day of March 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 per annum, and all of said principal and interest being made payable at such banking house or trust company in Harvey 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 First National Bank in Harvey 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 Harvey COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

PARCEL 1

Lots A, B and Lot C (except the South 12 1/2 feet thereof) in Boyko's Resubdivision of Lots 8, 9 and 10 in Block 188 in Harvey, a subdivision of the South East 1/4 and the East 1/2 of the South West 1/4 of Section 7, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2

Lot 6 and 7 in Block 188 in Harvey in the Northeast 1/4 of the Southeast 1/4 of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, lying South of the Indian Boundary Line in Cook County, Illinois.

P.I. #29-07-404-007,049,005 & 006
Property Address: 14700 South Page, Harvey, IL 60426

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 in 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 s and seal s of Mortgagors the day and year first above written.

Cleo Butler (SEAL)
Julia M. Butler (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 Cleo Butler and Julia M. Butler

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.

Given under my hand and Notarial Seal this 11th day of February 19 89.

Barbara A. [Signature] Notary Public

Notarial Seal

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1. Mortgages shall promptly repair, restore or rebuild any buildings or 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 insured under policies providing for payment of the indebtedness secured hereby, all in compliance with the terms of such policies. The lender shall keep all buildings and improvements which mortgagors may desire to construct or assessment which mortgagors may desire to construct.

2. Mortgages shall pay before any general attachment against the premises when due, and shall, upon written request, furnish to Trustees or holders of the note, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustees or holders of the note, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustees or holders of the note, sewer charges, and other charges against the premises when due.

3. The Trustees or the holders of the note hereby secured making any payment authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, or other lien or claim thereon.

4. In case of default herein, Trustees or holders of the note may, but need not, make any payment or perform any act heretofore required of Mortgages in any form and manner deemed expedient, and may, but need not, make any payment or perform any act heretofore required of Mortgages in any form and manner deemed expedient, and may, but need not, make any payment or perform any act heretofore required of Mortgages in any form and manner deemed expedient.

5. The Trustees or the holders of the note hereby secured making any payment authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, or other lien or claim thereon.

6. Mortgages shall pay each item of indebtedness hereinafter mentioned, both principal and interest, when the same are 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 the payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the case of default in the payment of any installment of principal or interest on the note, or (c) when default shall occur and continue for three days in the case of default in the payment of any installment of principal or interest on the note, or (d) when default shall occur and continue for three days in the case of default in the payment of any installment of principal or interest on the note.

7. 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 insured under policies providing for payment of the indebtedness secured hereby, all in compliance with the terms of such policies. The lender shall keep all buildings and improvements which mortgagors may desire to construct or assessment which mortgagors may desire to construct.

8. The Trustees or the holders of the note hereby secured making any payment authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, or other lien or claim thereon.

9. Upon or at any time after the thing of a bill to receive the trust deed, the court in which such bill is filed may appoint a receiver of said property, or of any part thereof, and may appoint a receiver of the trust deed, the court in which such bill is filed may appoint a receiver of said property, or of any part thereof, and may appoint a receiver of the trust deed.

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. Trustees or the holders of the note shall have the right to inspect the premises, or to inquire into the validity of the signature or the capacity, or the authority of the signatories on the note or trust deed, and shall be obligated to record this trust deed or to execute any power hereunder, or to execute any power hereunder, or to execute any power hereunder, or to execute any power hereunder, or to execute any power hereunder.

12. Trustees or the holders of the note shall have the right to inspect the premises, or to inquire into the validity of the signature or the capacity, or the authority of the signatories on the note or trust deed, and shall be obligated to record this trust deed or to execute any power hereunder, or to execute any power hereunder, or to execute any power hereunder, or to execute any power hereunder, or to execute any power hereunder.

13. Trustees or the holders of the note shall have the right to inspect the premises, or to inquire into the validity of the signature or the capacity, or the authority of the signatories on the note or trust deed, and shall be obligated to record this trust deed or to execute any power hereunder, or to execute any power hereunder, or to execute any power hereunder, or to execute any power hereunder, or to execute any power hereunder.

14. Trustees or the holders of the note shall have the right to inspect the premises, or to inquire into the validity of the signature or the capacity, or the authority of the signatories on the note or trust deed, and shall be obligated to record this trust deed or to execute any power hereunder, or to execute any power hereunder, or to execute any power hereunder, or to execute any power hereunder, or to execute any power hereunder.

15. Before releasing this trust deed, Trustees or successors shall receive for its services a fee as determined by its rate schedule in effect when the trust deed is issued. Trustees or successors shall be entitled to reasonable compensation for any other act or service performed 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.

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.

Identification No. CHICAGO TITLE AND TRUST COMPANY

By Assistant Secretary Assistant Vice President

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

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