



TRUST DEED

728314

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 14, 1989, between Tommie Mc Call and Alice J. McCall, 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 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 \$15,000.00

Fifteen 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 and interest from April 1, 1989 on the balance of principal remaining from time to time unpaid at the rate of ten (10) per cent per annum in instalments (including principal and interest) as follows:

Three Hundred Eighty and 44/100-----Dollars or more on the 1st day of April 1989 and Three Hundred Eighty and 44/100-----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 March, 1993. 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 10% 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 Samuel Turner in said City, Grand Rapids, Michigan.

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, Cook County, Illinois:

commonly known as: 6002 S. Sangamon Chicago, Illinois 60621 Lot 2 in Chancy, G. Nulton's Subdivision of the East 1/2 of Block 10 of Thompson and Holmes Subidivision of the East 45 Acres of the North 60 Acres of the Southeast 1/4 of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

1200

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

Tommie Mc Call Alice J. McCall

STATE OF ILLINOIS,

I, John H. Gholar

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Tommie Mc Call and Alice J. McCall, his wife

County of Cook

who are personally known to me to be the same person s whose name s 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

OFFICIAL SEAL JOHN H. GHOLAR Notary Public, State of Illinois Commission Expires 3/10/91

Given under my hand and Notarial Seal this 14th day of March 1989

John H. Gholar Notary Public

Notarial Seal

72-01-495 D3

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Chicago, Ill. 60621

PLACE IN RECORDER'S OFFICE BOX NUMBER

Chicago, Ill. 60604
 Suite #308
 53 W. Jackson

MAIL TO: JOHN H. GILBERT

6002 So. Sangamon
 INSCRIBED PROPERTY HERE
 FOR RECORDING PURPOSES
 INSURE STREET ADDRESS ABOVE

IMPORTANT: FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST IS TO BE FILED IN CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, RECORD THE TRUST DEED IS FILED FOR RECORD.

Identification No. **725314**

CHICAGO TITLE AND TRUST COMPANY, Trustee
 By *[Signature]*
 ASSISTANT SECRETARY

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1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter 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 by the insurer of the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all 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 respective dates of expiration.

4. In case of default therein, Trustee or the holder of the note may, but need not, make any payment or perform any act hereinafter required of 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 purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereon, or redeem from any tax sale or foreclosure and premises or contract any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee for the holders of the note to protect the mortgaged premises and the lien hereon, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable to Trustee, with interest thereon at a rate equivalent to the post matured rate set forth in the note securing this trust deed, if any, otherwise the preliminary rate set forth herein, fraction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages.

5. The Trustee or the holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any payment on the part of the holder of the note, be deemed to be secured by the note, and interest thereon shall continue to accrue until the principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any one of the covenants of the Mortgage herein contained.

7. When the indebtedness hereby secured shall become due and unpaid, the holder of the note or Trustee shall have the right to foreclose the lien hereon. In any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the decree for sale all expenses and costs which may be paid or incurred by or on behalf of Trustee or holder of the note for attorney's fees, Trustee's fees, appraiser's fees, and expenses for documenting and expert evidence, charges, publication costs and costs (which may be estimated as to items to be expended for the purposes of this section) of procuring all such abstracts of title, title searches and examinations, condition of 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 matured rate set forth in the note securing this trust deed, if any, otherwise the preliminary rate set forth herein, with interest thereon at a rate equivalent to the post matured rate set forth in the note securing this trust deed, in whole or in part of (a) the Court from time to time may authorize the receiver to apply the net income in the hands of any individual in payment in whole or in part of (b) the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any (c) special assessment or other lien which may be or become a lien superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; (d) the deficiency in case of a sale and deficiency in case of a foreclosure sale; provided such application is made prior to the foreclosure sale; (e) the deficiency in case of a sale and deficiency secured hereby, or by any decree foreclosing this trust deed, or any (f) special assessment or other lien which may be or become a lien superior to the lien hereof or of such decree.

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 hereof.

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 of 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 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 satisfactory to it before exercising any power hereon given.

13. Trustee shall release this trust deed and the lien hereby secured hereon 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 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 a necessary part of a successor trustee, thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the original trustee and it has never been placed its identification number on the note described herein, it may accept as the genuine note herein described a note which may be executed by the persons herein designated as the makers hereof; and where the release is requested of the original trustee and it has never been placed its identification number on the note described herein, it may accept as the genuine note herein described a note which may be executed by the persons herein designated as makes hereof.

14. Trustee may resign 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 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 hereon given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part hereof, 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.