

UNOFFICIAL COPY

TRUST DEED (ILLINOIS)

(Monthly payments including interest)

89166120

The Above Space For Recorder's Use Only

THIS INDENTURE, made April 12, 1989, between

his wife, in joint tenancy

Robert L. Soltis

herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to

Fidelity Financial Services, Inc.

9944 S. Roberts Rd., Palos Hills, IL 60465

and delivered, in and by which note Mortgagors promise to pay the principal sum of Eleven Thousand Six Hundred Ninety-nine & 11/100 (11699.11)

Dollars, and interest from on the balance of principal remaining from time to time unpaid at the rate as provided in note of even date, such principal sum and interest to be payable in installments as follows: Three Hundred Thirteen & 55/100 (313.55) Dollars

on the 17th day of May 1989, and Three Hundred Thirteen & 55/100 (313.55) Dollars

on the 17th day of each and every 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 17th day of May 1994; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate as provided in note of even date, and all such payments being made payable to Bearer of Note or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid. In case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other covenant contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situated, lying and being in the

City

COUNTY OF

Cook

AND STATE OF ILLINOIS, to wit:

Unit 4-C Together with an undivided 2.28 Percent interest in the common elements in 6700 S. Crandon Condominium as delineated and defined in the Declaration Recorded as Document Number 22813859, in the Southeast 1/4 of section 24, Township 28 North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois

20-24-404-028-1010

TRW REAL ESTATE
LOAN SERVICES
SUITE #1015
100 N. LaSALLE
CHICAGO, IL 60602
32630141

APR 14 1989

which, with the property hereinafter described, is referred to herein as the "Premises."

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits therefrom for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, indoor beds, stoves and water heaters; all of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purposes, and upon the covenants 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 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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

Curtis J. Cowsen

(Seal)

Zetta M. Cowsen

(Seal)

DEPT-01

T#1111 TRAN 0184 04/14/89 12:04:00
(Seal)

#1337 #A * 37-186120

State of Illinois, County of Cook

COOK COUNTY RECORDER
I, the undersigned, a Notary Public, and for said County, in the State aforesaid, DO HEREBY CERTIFY that Curtis J. Cowsen and

Zetta M. Cowsen, his wife, in joint Tenancy

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, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 12th day of April 1993.

Given under my hand and official seal, this Commission expires February 23

This instrument was prepared by

Karen Glassco, 9944 S. Roberts Rd., Palos Hills, IL 60465
(NAME AND ADDRESS)

ADDRESS OF PROPERTY:

6700 S. Crandon

Chicago, IL 60649

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED

SEND SUBSEQUENT TAX BILLS TO:

Curtis & Zetta Cowsen

6700 S. Crandon

(Home)

Chicago, IL 60649

(Address)

OR

RECORDER'S OFFICE BOX NO.

DOCUMENT NUMBER

89166120

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FOR THE PROTECTION OF BOTH THE TRUSTEE AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE) OF THIS TRUST DEED ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2 (THE FORWARD SIDE).
THIS TRUST DEED IS FILED FOR RECORD BY THIS TRUSTEE.
RECORDED BY THIS TRUSTEE.

THE REVERSE SIDE OF THIS TRUST DEED IS SECURED BY THIS TRUSTEE.
RECORDED IN THE OFFICE OF THE SECRETARY OF STATE, STATE OF TEXAS, ON THIS DAY OF APRIL, 2019, AT 1:00 PM CDT.
RECORDED IN THE OFFICE OF THE SECRETARY OF STATE, STATE OF TEXAS, ON THIS DAY OF APRIL, 2019, AT 1:00 PM CDT.
RECORDED IN THE OFFICE OF THE SECRETARY OF STATE, STATE OF TEXAS, ON THIS DAY OF APRIL, 2019, AT 1:00 PM CDT.

THE INSTALLMENT NOTE mentioned in the within Trust Deed has been
RECORDED IN THE OFFICE OF THE SECRETARY OF STATE, STATE OF TEXAS, ON THIS DAY OF APRIL, 2019, AT 1:00 PM CDT.

The mechanics of liens in favor of the trustee on the premises shall become effective on the date specified in the instrument of trust or on the date of recordation of the instrument of trust if earlier, but in no event later than the date of recordation of the instrument of trust.

2. Mortgagors shall pay before any notices all charges against them by the trustee on the premises referred to in the instrument of trust or on the date of recordation of the instrument of trust if earlier, but in no event later than the date of recordation of the instrument of trust.

3. Mortgagors shall keep all buildings and structures under policies of extended liability insurance to cover the premises referred to in the instrument of trust or on the date of recordation of the instrument of trust if earlier, but in no event later than the date of recordation of the instrument of trust.

4. In case of default thereon, trustee or the holders of the note described on page one or by acceleration of the note described on page one or by acceleration of the note described on page one, make any payment of principal or interest on or before the date of recordation of the instrument of trust if earlier, but in no event later than the date of recordation of the instrument of trust.

5. The trustee or the holders of the note described on page one or by acceleration of the note described on page one, may commence action to foreclose the mortgage on the premises referred to in the instrument of trust or on the date of recordation of the instrument of trust if earlier, but in no event later than the date of recordation of the instrument of trust.

6. Mortgagors shall pay before any notices all charges against them by the trustee on the premises referred to in the instrument of trust or on the date of recordation of the instrument of trust if earlier, but in no event later than the date of recordation of the instrument of trust.

7. When the indebtedness hereby referred to becomes due whether by acceleration of the note described on page one or by acceleration of the note described on page one, make any payment of principal or interest on or before the date of recordation of the instrument of trust if earlier, but in no event later than the date of recordation of the instrument of trust.

8. The proceeds of any foreclosure sale of the premises shall be used first to pay the costs and expenses of the proceeding, including attorney fees, taxes, court costs, and expenses which accrued prior to the date of recordation of the instrument of trust if earlier, but in no event later than the date of recordation of the instrument of trust.

9. Upon or at any time after the filing of a complaint to foreclose this instrument of trust, the Court in which such complaint is filed may appoint a receiver of all properties in the name of the plaintiff and judgment holder to receive the net proceeds of any sale of the property, less the amounts due and payable hereon to the holders of notes, and to any other creditors who have priority over the holder of this instrument of trust, and to pay the amounts so due and payable to the holders of notes, and to any other creditors who have priority over the holder of this instrument of trust.

10. No action for the enforcement of the note shall be brought prior to the time of recordation of the instrument of trust unless such action is taken by the plaintiff to collect the amount due and payable hereon.

11. The 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, nor shall any acts of record or otherwise affect his power herein unless expressly obligated to do so without inquiry.

13. Trustee shall recuse himself before entering the premises, produce any reasonable affidavit, and file with the appropriate court or office of the state, county, or city having jurisdiction of the premises, a copy of this instrument of trust and the note.

14. The trustee may resign by instrument in writing filed in the office of the registrar of titles in which this instrument shall have been recorded or registered or any part thereof, or any officer or employee of the registrar of titles in which this instrument shall have been recorded or registered, or any officer or employee of the registrar of titles in which this instrument shall have been recorded or registered.

15. This Trust Deed and the premises whereof, shall be succeeded by all subsequent holder of the principal note, or by his heirs, executors, administrators, and assigns, and all persons performing substantially the same acts as the principal note, or by his heirs, executors, administrators, and assigns, and all persons performing substantially the same acts as the principal note, or by his heirs, executors, administrators, and assigns.

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