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TRUST DEED

726787

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 19, 19 89, between

COLEMAN J. JOYCE and DELIA H. JOYCE, his wife, herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, a 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 (\$ 100,000.00)

ONE HUNDRED 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 25, 1989 on the balance of principal remaining from time to time unpaid at the rate of 10.75 % per annum in instalments (including principal and interest) as follows: (\$ 934.00)

NINE HUNDRED THIRTY FOUR and NO/100----- Dollars or more on the 1st day of May 19 89, and NINE HUNDRED THIRTY FOUR and NO/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 April 20 19. 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 -17.00%-per annum, and all of said principal and interest being made payable at such banking house or trust company in Melrose Park, 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 RAND INVESTMENT COMPANY in said City, at 8315 W. North Avenue, Melrose Park, Illinois 60160

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 Skokie COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

The South 29 feet of Lot 4 and the North 26 feet of Lot 5 together with that part of the East 1/4 of vacated alley lying West of and adjoining said premises in Block 1 in the Highlands Crawford Ridge Terminal Subdivision First Addition in the West 1/4 of the South East 1/4 of the South East 1/4 of Section 10, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT REAL ESTATE INDEX NUMBER [REDACTED]

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 boiler 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 as to 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

COLEMAN J. JOYCE (SEAL)

DELIA H. JOYCE (SEAL)

STATE OF ILLINOIS,

County of Cook

1. MICHELL B. RUEHIM
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Coleman J. Joyce and Delia H. Joyce, his wife,

who are personally known to me to be the same person as whose name as 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 19th day of April 19 89.

NOTARIAL SEAL
MITCHELL B. RUEHIM
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/29/92

Notary Public

Notarial Seal

Form 807 Trust Deed - Individual Mortgage
8. 11/78

THIS DOCUMENT WAS PREPARED BY ROBERT L. CANEL, 180 N. LA SALLE STREET, SUITE 3110, CHICAGO, ILLINOIS 60601
L-105959-C1
LAND TITLE COMPANY
Hicks

IF YOUR PAYMENT IS 15 DAYS LATE, YOU WILL BE CHARGED 5% OF YOUR MONTHLY PAYMENT AS AN ADDITIONAL LATE CHARGE. (\$ 16.70)

89190532

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FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
9708 N. KARLOV

FOR THE PROTECTION OF BOTH THE BORROWER AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Borrowers 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 so insured; unless policies providing for payment by the insurance companies of money sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the provisions of the note, such amounts shall be advanced by the lender to the borrower and the borrower shall become damaged or be destroyed; (b) keep said premises in good condition and repair, without water, 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 hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (e) make no material alterations in said premises except as required by law or municipal ordinance.
2. Borrowers shall pay before any general lien, special assessment, or other charges against the premises, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder borrowers shall pay in full under protest, in the manner provided by statute, any tax or assessment which borrowers may desire to contest.
3. Mortgagees 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; unless policies providing for payment by the insurance companies of money sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the provisions of the note, such amounts shall be advanced by the lender to the borrower and the borrower shall become damaged or be destroyed; (b) keep said premises in good condition and repair, without water, 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 hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (e) make no material alterations in said premises except as required by law or municipal ordinance.
4. In case of default, Trustee or the holder of the note may, but need not, make any payment or perform any act hereunder required of borrowers in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim hereof, or refund from any tax rate or forfeiture affecting said premises or complete any law or assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Trustee or holder of the note to protect the mortgagee's interest, shall be taken, without notice and without interest, from the proceeds of the sale or other sale of the premises hereof, and shall be immediately due and payable without notice and without interest. Fraction of Trustee or holder of the note shall have no liability as a matter of any right accruing to them on account of any default hereunder in the part of Mortgagee.
5. The Trustee or the holder of the note hereby authorized 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, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim hereof.
6. Mortgagee shall pay each item of indebtedness hereunder 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 Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in the making payment of any part of the principal or interest on the note, or (b) when due and payable (a) immediately in the case of default in performance of any condition of the Mortgagee hereunder.
7. When the indebtedness hereby secured shall become due without acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose, in any suit to foreclose the lien hereof, there shall be allowed and included an additional indebtedness in the decree for all expenses and costs which may be paid or incurred by or on behalf of Trustee or holder of the note for attorneys' fees, Trustee's fees, appraisal fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates and similar data and assurance with respect to title as Trustee or holder of the note may deem to be reasonably necessary either to procure such title or to evidence to bidders as any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become a part of the note 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 paramount rate set forth therein, when paid or incurred by Trustee or holder of 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 indebtedness hereby secured; or (b) proceedings for the commencement of any suit for the foreclosure, except after account of such right to foreclose whether or not actually commenced; or (c) any other legal proceeding, claim or defense, by reason of this Trust Deed or any indebtedness hereby secured; or (d) proceedings for the actual commencement of any foreclosure sale of the premises; (e) the proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof or in laws hereof secured indebtedness additional to that evidenced by the note, with interest thereon as hereunder provided; third, all principal and interest, including unpaid on the note; fourth, any overplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.
8. Upon, or at any time after the filing of a bill to foreclose, 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 said premises, at the time of application for such receiver and without regard to the 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 a deficiency, during the full statutory period of redemption, whether the receiver is appointed or not, as well as during any and all other periods when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, management and redemption of the whole or in part of (a) The Court from time to time may authorize the receiver to apply the net proceeds in payment in whole or in part of: (a) The individual debts secured hereby, or by any decree foreclosing this Trust Deed, or any special assessment or other lien which may be or become a deficiency; or (b) to foreclose sale; (c) the deficiency in case of a sale and deficiency.
9. No action for the enforcement of the lien of or 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.
10. 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.
11. 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 of the identity, capacity, or authority of the signatories on the note or Trust Deed, nor shall Trustee be obligated to record the Trust Deed or to execute any power hereon unless expressly obligated by the terms hereof, nor shall Trustee 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 hereunder.
12. Trustee shall release this Trust Deed and the lien thereon 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 hereof, 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 received of a successor trustee, the person who shall execute the note shall conform with the description hereof contained in any note which is required to be placed thereon by a prior trustee hereunder or which conforms in substance with the description hereof contained in any note which may be placed thereon by the person designated as the maker thereof, and where the release is requested of the note, Trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be executed by the person herein designated as the maker thereof, in substance with the description hereof contained in any note which may be executed by the person herein designated as the maker thereof.
13. Trustee may retain by instrument in writing filed in the office of the Recorder or Registrar of Deeds 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.
14. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of or through the instrument 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.
15. 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 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.

It is hereby further agreed that should the Mortgagee and borrower...
Mortgagee shall have the right to require such consent in future or successor proceedings.

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Property of Cook County Clerk's Office

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COOK COUNTY RECORDER

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