



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 16, 1990, between Roche E. Schulfer, married to Linda E. Kimbrough, and Timothy Schulfer, a bachelor,

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 Twenty Five Thousand (\$25,000)

Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~XXXXXX~~ Linda E. Kimbrough

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from October 16, 1990 on the balance of principal remaining from time to time unpaid at the rate of _____ percent per annum in instalments (including principal and interest) as follows:

Three Hundred Thirty & 33/100 (\$330.33) Dollars or more on the 1st day of November 1990, and Three Hundred Thirty & 33/100 (\$330.33) 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 October, 2000*. 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 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 Linda E. Kimbrough 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 Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 116 in Haussen's Subdivision of Lot 2 in Haussen and Seeger's Addition to Chicago of Lots 4, 5 and 14 in Davlin, Kelly and Carroll's Subdivision of the North West 1/4 of Section 26, Township 49 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 3930 Davlin Court, Chicago, IL 60618.

(* or upon the death of Roche E. Schulfer, whichever first occurs) RECORDING \$14 25 #2222 TRAN 8027 10/18/90 14 40 00 #2513 # B *-90-511102 COOK COUNTY RECORDER

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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.

WITNESSE the hand of _____ and seal of _____ of Mortgagors the day and year first above written. ROCHE E. SCHULFER [SEAL] TIMOTHY SCHULFER [SEAL] LINDA E. KIMBROUGH [SEAL]

STATE OF ILLINOIS, I, KENNETH D. BELLAR, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROCHE E. SCHULFER and LINDA E. KIMBROUGH, husband & wife,

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

OFFICIAL SEAL KENNETH D. BELLAR Notary Public, State of Illinois My Commission Expires Nov. 10, 1993

Given under my hand and Notarial Seal this 17th day of October 1990. Kenneth D. Bellar Notary Public

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FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER THE INSTRUMENT NOTED HEREIN BY THIS
TRUST COMPANY, FIRST TRUST COMPANY OF CHICAGO TITLE
AND TRUST COMPANY, FIRST TRUST COMPANY OF CHICAGO TITLE
DEPOSITED FOR RECORD

CHICAGO TITLE AND TRUST COMPANY
Assistant Secretary/Assistant Trust Officer
Identification No. 704930

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

1. Mortgages shall (a) promptly repair, replace or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss of damage by fire, or claims for non-express subordination to the lien hereof, (b) pay, without waste, and free from mechanic's or other liens or claims for lien or charge on the premises, (c) promptly repair, replace or rebuild any buildings or improvements now or hereafter situated on the premises which may become damaged or be destroyed, (d) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien or charge on the premises, (e) complete within a reasonable time any building or building improvements now or at any time in process of erection upon said premises, (f) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (g) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts herefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss of damage by fire, lightning or windstorm, where the lender is required by law to have its loan so insured, and shall deliver to the lender, and shall deliver to the lender, all policies, including additional and renewal policies, or holders of the note, and in case of insurance about to expire, shall deliver general policies not less than ten days prior to the respective date of expiration.

4. In case of default hereunder, Trustee or the holder of the note may, but need not, make any payment or perform any act hereunder required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or title or claim hereof, or recover from any tax sale or foreclosure said premises or interest or any part thereof. 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 or holder of the note to protect the mortgaged premises and the lien hereof, 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 without notice and 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 premium rate set forth therein. Inclusion of Trustee or holder 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 prepared 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, tax lien or title or claim hereof.

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 provision in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any one agreement of the Mortgages herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the degree for sale all expenses and charges which may be paid or incurred by or on behalf of Trustee or holder of the note for attorneys' fees, Trustee's fees, appraiser's fees, costs for documentary and expert evidence, newspaper charges, publication costs and costs (which may be estimated as to terms to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, foreman's certificates, and similar data and assurances with respect to title as Trustee or holder of the note may deem to be reasonably necessary either to protect the such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the 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 maturity rate set forth in the note securing this trust deed, if any, otherwise the premium rate set forth therein, when due and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any provision in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any one agreement of the Mortgages herein contained.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: (a) an account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest, legal fees, and costs, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose the lien hereof, 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, and without regard to the solvency or insolvency of said premises. The receiver so appointed shall have power to collect the rents 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 there be redemption or not, as well as during any further time when Mortgages, except for the usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The receiver from time to time may authorize the receiver to apply the net income in his hands in payment of or in part of (a) the principal of the mortgage, (b) the interest on the mortgage, (c) the costs and expenses of the receiver, and (d) the deficiency in case of a sale and a deficiency. In such cases for the receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are deemed to be necessary for the protection, possession, control, management and operation of the premises during the whole of said period. The receiver from time to time may authorize the receiver to apply the net income in his hands in payment of or in part of (a) the principal of the mortgage, (b) the interest on the mortgage, (c) the costs and expenses of the receiver, and (d) the deficiency in case of a sale and a deficiency. In such cases for the receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are deemed to be necessary for the protection, possession, control, management and operation of the premises during the whole of said period. The receiver from time to time may authorize the receiver to apply the net income in his hands in payment of or in part of (a) the principal of the mortgage, (b) the interest on the mortgage, (c) the costs and expenses of the receiver, and (d) the deficiency in case of a sale and a deficiency. In such cases for the receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are deemed to be necessary for the protection, possession, control, management and operation of the premises during the whole of said period.

10. No action for the enforcement of the lien 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 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 signature of the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to receive 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 herein given.

13. Trustee shall release this trust deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been paid and Trustee may execute and deliver a release in full to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing in all indebtedness hereby secured by such successor trustee may accept as the genuine note herein described and which conforms with the description herein contained of the note, and which purports to be executed by the person herein designated as the maker thereof, and where the release is requested of the original trustee and it has never been recorded or filed, in case of the reservation, inability or refusal of Trustee, the then Recorder of Deeds of the county in which this instrument shall have been recorded or filed, in case of the reservation, inability or refusal of Trustee, in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

14. Trustee may assign 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 reservation, inability or refusal of Trustee, the then Recorder of Deeds of the county in which this instrument shall have been recorded or filed, in case of the reservation, inability or refusal of Trustee, in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

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 the note or Trust Deed, when used in this instrument shall be construed to mean "persons" 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 trust 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 Trustee Act" of the State of Illinois shall be applicable to this trust deed.

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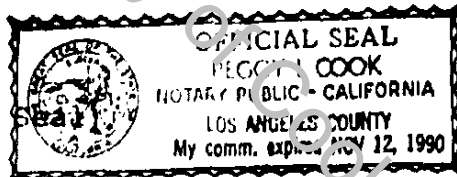
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) SS.

I, Peggy L. Cook
a Notary Public in and ~~to~~ and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Timothy Schulfer 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 he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

Gives under my hand and Notarial Seal this 16th day of October, 1990.

(Notarial Seal)



[Handwritten Signature]
NOTARY PUBLIC

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Los Angeles County Clerk's Office

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