



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 25 19 90, between

WILLIE GENE TRIPLETT

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

THIRTY THOUSAND AND NO/100 (\$30,000.00) ----- 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 December 1, 1990 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:

Six Hundred Thirty-Seven and 41/100 (\$637.41) Dollars or more on the 1st day of December 19 90 and Six Hundred Thirty-Seven and 41/100 (\$637.41) 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 November, 1995. 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, Cook County, 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 SAM J. VENTRELLA in said City, 4701 W. Arthur Ave., Lincolnwood, Illinois, 60646

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:

LOTS 14 THROUGH 20 INCLUSIVE IN BLOCK 10 IN THE SUBDIVISION OF BLOCKS 1, 2, 6, 7, 8, 10, 11 and 14 IN DEWEY AND HOGG'S SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 (EXCEPT THE RAILROAD RIGHT OF WAY) IN SECTION 30, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PTY: 1/338-5000 Back the way, Chicago, Ill.

THIS DOCUMENT PREPARED BY: ARTHUR H. BEERMANN Room 600--69 W. Washington Street Chicago, Illinois 60602-3016

13.00

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, mader beds, awnings, stoves, 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 a 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 _____ and seal _____ of Mortgagors the day and year first above written.

Willie Gene Triplett WILLIE GENE TRIPLETT

STATE OF ILLINOIS,

I, ANNA SIX KNIGHT

County of Cook

SS a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT WILLIE GENE TRIPLETT

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

SEAL

opened, sealed and delivered the said instrument as his free and

voluntary act for the uses and purposes therein set forth

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this

28 day of November 19 90

Signature of Notary Public

Notarial Seal

72-74-052-103

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4701 W. ARTHUR AVENUE
LINCOLNWOOD, ILLINOIS 60468

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

MAIL TO:

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

CHICAGO TITLE AND TRUST COMPANY,
Trustee.

755186

Attest: *[Signature]*
Assistant Secretary/Assistant Vice President

52109506

1. Mortgagee shall promptly repair, repoint or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed. (b) Keep and premises in good condition and repair, without water, and free from marshiness, or other items of claims for ten feet expressly subordinated to the lien hereof. (c) Pay water and sewer charges which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holder of the note. (d) Complete within a reasonable time any building or building improvements now or at any time in process of erection upon said premises, (e) Comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagee 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 holder of the note duplicate receipts therefor. To prevent default mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which mortgagee may be liable to pay.

3. Mortgagee 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 in loan so insured) under policies providing for payment by the insurance company of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance therewith. In the event of loss or damage to, or destruction of, any part of the premises, the mortgagee shall, in addition to the amount payable, in case of loss or damage, to Trustee or to holder 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 (renew) policies not less than ten days prior to the respective dates of expiration.

4. In case of default thereon, Trustee of the holder of the note may, but need not, make any payments or perform any act hereinbefore required of Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on said premises, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or forfeiture affecting said premises or interest in or to the premises, and may, in the exercise of the powers 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 premises and the lender 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.

5. The Trustee of 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 presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate, and may, in the exercise of his or her powers, file such abstracts of title, title reserves and examinations, title insurance policies, foreign certificates, and similar data and documents with respect to title as Trustee or holder of the note may deem to be reasonably necessary either to protect the lender or to evidence to bidders at any sale which may be had pursuant to such decree the true composition of the title or of the value of the premises. All expenses 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 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) preparations for the commencement of any suit for the foreclosure hereof after account of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

6. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: (a) First, on account of all costs and expenses incurred by the foreclosing party, including all such items as are mentioned in the preceding paragraph hereof; then, all other items which might be secured (including indebtedness additional) to that evidenced by the note, with interest, legal representatives or assigns, as their rights may appear.

7. Upon or at any time after the filing of a bill to foreclose the trust deed, 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 Mortgagee 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 hereof may be appointed as such receiver. Such receiver shall have power to collect the full amount of any taxes and profits of said premises during the pendency of such proceedings, 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 Mortgagee, except for the intervention of such receiver, would be entitled to collect such taxes, interest, penalties, and all other powers which may be necessary or appropriate in such cases for the protection, possession, control, management and operation of the premises during the whole or in part of: (a) The period from time to time may authorize the receiver to apply the net income of the premises in whole or in part of: (a) The deficiency; (b) the deficiency in case of a sale and superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale, in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be a bar or defense which would not be good and available to the party intervening same in an action at law upon the note hereby secured.

11. Trustee of the holder of the note shall have the right to inspect the premises at a reasonable time 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 to inquire into the validity of the signature of the holder of the note or of any 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, but shall 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 indemnification 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 fully paid, and Trustee may execute and deliver a release hereof or in the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing, and all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor Trustee, such successor may accept as the genuine note herein described any note which bears an identification number, purporting to be placed thereon by a prior Trustee hereunder or which conforms in substance 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 placed by identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as maker thereof.

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 herein given Trustee.

15. 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 the indebtedness of any part thereof, whether or not such person shall have executed the note of this Trust Deed. The word "note" when used in this instrument shall be construed to mean "note" 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 its services as determined by its rate schedule in effect when the release deed is issued. The provisions of the Trust and Trustee Act of the State of Illinois shall be applicable to this trust deed.