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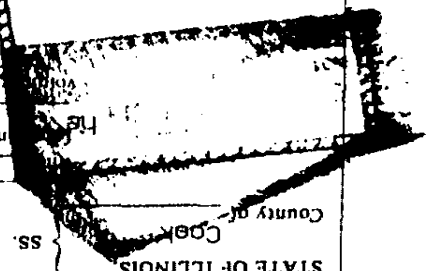
Notarial Seal

STATE OF ILLINOIS
 Cook County
 I, CHARLES W. POLLIMM, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

1. DONALD T. COLEMAN
 DONALD T. COLEMAN
 DONALD T. COLEMAN

16TH day of OCTOBER 1990

Notary Public



WITNESS the hand and seal of Mortgagors the day and year first above written.

Donald T. Coleman

Address: 1524 S. Kolin, Chicago IL

* This document is being re-rewritten to correct the chain of title.

of the Third Principal Meridian, in Cook County, Illinois, inclusive in Subdivision by L.C.P. Trer (receiver) of the West half of Lot 10 in Block 6 in Tabor's Subdivision of Blocks 5, 6, 9 to 12, both P.I.N # 15-22-224-010

AND STATE OF ILLINOIS, to the City of Chicago, Illinois, in the title and interest therein, situate, lying and being in the

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, term, provision and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors NOW, THEREAFTER, 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 in writing appoint, and in absence of such appointment, then at the office of Jess Vernie

in said City, Illinois, as the holders of the note may, from time to time, company in Chicago

of 10% per annum, and all of said principal and interest being made payable at such banking house or trust remainder to principal, provided that the principal of each installment unless paid when due shall bear interest at the rate account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the and interest, if not sooner paid, shall be due on the 1st day of June, 1995. All such payments on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal of December 1990, and Four Hundred Fourteen and 33/100 (\$414.33) Dollars or more on the 1st day of December 1990, and Four Hundred Fourteen and 33/100 (\$414.33) Dollars or more on the 1st day of ten per cent per annum in installments (including principal and interest) as follows:

from Oct. 16, 1990 on the balance of principal remaining from time to time unpaid at the rate and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest BEARER evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF Dollars,

Five Hundred and NO/100 (\$19,500.00)

legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Nineteen Thousand THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Installment Note hereinafter described, said Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in

01000906

THIS INDENTURE, made October 16, 1990, between Donald T. Coleman

90605010

90605010

90506883

TRUST DEED (WRAPAROUND)

90506883



UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS SET FORTH HEREIN SHALL BE DEEMED TO HAVE BEEN MADE A PART OF THE INSTRUMENT DATED 08/11/1977

JUL 26 1983

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, 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 superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances 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. Mortgagors 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 therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. Mortgagors 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) under policies providing for payment by the insurance companies of moneys sufficient either to pay 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 holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 thereof, or redeem from any tax sale or forfeiture affecting said premises or contest 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 or the holders 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 prematurity rate set forth therein. Inaction 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 Mortgagors.
5. The Trustee or the holders 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, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
6. Mortgagors 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 Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything 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 other agreement of the Mortgagors 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 decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' 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 title and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute 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 prematurity rate set forth therein, when paid or incurred by Trustee or holders 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 of any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual 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.
8. 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 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 thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
9. Upon, or at any time after the filing of a bill to foreclose this 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 Mortgagors at the time of application for such receiver and without regard to the then 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 there be redemption or not, as well as during any of the times when Mortgagors, 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, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) any deficiency in case of a sale and deficiency.
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 interposing same in an action at law upon the note hereby secured.
11. 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, or to inquire into the validity of the signatures or 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 herein given.
13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that the 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 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 requested of a successor trustee, such successor trustee 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 persons herein designated as the makers thereof; and where the release is requested of the original 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 presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers 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 Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness 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.
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.

00605030

IMPORTANT!
 FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. _____

CHICAGO TITLE AND TRUST COMPANY,
Walter A. ...
 Assistant Secretary/Assistant Vice President

MAIL TO: CHARLES KONIG, LTD.
 ATTORNEYS AT LAW
 29 S. LA SALLE ST. CHICAGO, ILL. 60602

PLACE HERE RECORDER'S OFFICE BOX NUMBER _____

FOR RECORDER'S INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE

Donald T. Coleman

IN WITNESS WHEREOF, THE MORTGAGOR HAS SET HIS HAND AND SEAL AT CHICAGO, ILLINOIS, ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

24. In the event of the sale, hypothecation, mortgage or transfer, of the property which is the subject of this Wraparound Trust Deed, then the balance then due will become immediately due and payable.

23. The word "Mortgagee" when used shall mean the holder of the Note.

22. In case of default hereunder, in addition to any other rights and remedies available to the Mortgagee, Mortgagee may, but need not, make any payment or perform any act herein required of the Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on the Existing Encumbrance, other prior encumbrances, if any, and purchase, discharge, compromise, or settle the Existing Encumbrance, any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises, or contest 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 money advanced by the Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of nine percent per annum. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of the Mortgagor.

21. If the Mortgagee shall fail to make any required payment of principal and/or interest when due under the Existing Encumbrance, the Mortgagee shall have the right to advance the funds necessary to cure such default, and all funds so advanced by the Mortgagee, together with the interest thereon at the rate of ten percent per annum, shall be added to the principal amount then due on the Note secured by this Mortgage.

20. In the event the unpaid principal balance of the Existing Encumbrance is reduced by the holder thereof by applying casualty insurance proceeds in reduction thereof, then in such event, Mortgagee agrees that the Mortgagor's obligation to pay the total indebtedness to Mortgagee hereunder shall be likewise reduced by an equivalent amount.

19. In addition to the monthly payments aforesaid, the Mortgagor will deposit with the said lender or holder of the aforesaid bearer note a sum equal to 1/12 of the annual charges on the subject property for general real estate taxes and fire and extended coverage insurance premiums.

18. The Mortgagor hereof shall strictly comply with and shall perform all Mortgagor's obligations under the Existing Encumbrance and shall fully discharge, when due, all obligations secured by the Existing Encumbrance. Without limitation on the generality of the foregoing, the Mortgagee hereof shall: (a) pay as and when the same is due, prior to the expiration of the applicable grace period provided for such payments, all principal and interest, and without limitation, other sums and amounts secured by the Existing Encumbrance, including the installment amounts at any time or times payable under the Existing Note; (b) discharge, when due, all obligations arising under the Existing Encumbrance; and (c) bear, at its sole cost and expense, any prepayment penalty or other charges relating to or resulting from prepayment of the Existing Note.

17. This is an all-inclusive Purchase Money Mortgage and is subject and subordinate to the prior lien of that certain Trust Deed ("Existing Encumbrance") dated February 11, 1971, and recorded on February 22, 1971 as Document No. 21402182 in the Office of the Recorder of Deeds of Cook County, Illinois, made by Jess Vernie to Percy Wilson Mortgage and Finance Corporation, to secure that certain Promissory Note ("Existing Note") in the original principal amount of \$12,200.00.

Notwithstanding anything contained herein to the contrary, in the event there is any conflict between the terms and provisions of this Rider and the Mortgage or Trust Deed to which this Rider is a part, then in such event, the provisions of this Rider shall supersede and prevail over the provisions of the aforesaid Trust Deed.

IN THE AMOUNT OF \$19,500.00.

TO ATTACH TO AND FORM PART OF WRAPAROUND TRUST DEED DATED Oct. 16, 1990

RIDER 9 0 5 0 6 3 3

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Property of Cook County Clerk's Office

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OFFICE OF THE CLERK OF COOK COUNTY
1400 N. LAKE STREET, CHICAGO, IL 60610
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