



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made June 27, 19 90, between JAMES P. MARTIN AND JEAN M. MARTIN, HIS WIFE (JOINTLY)

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 duly indebted to the legal holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of this Note, in the principal sum of \$985.17

AND WHEREAS SAID INSTALMENT NOTE BEING TWENTY FIVE DOLLARS AND ELEVEN CENTS Dollars, evidenced by said certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF AMERICAN GENERAL FINANCE INC.,

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from June 27, 1990 on the balance of principal remaining from time to time unpaid at the rate of 22 1/2 percent per annum in installments (including principal and interest) as follows: 224.23

TWO HUNDRED TWENTY FOUR DOLLARS & TWENTY THREE CENTS Dollars or more on the 6th day of August 1990, and TWO HUNDRED TWENTY SEVEN DOLLARS & FIFTY EIGHT CENTS Dollars or more on the 6th 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 6th day of July, 1993. 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 installment unless paid when due shall bear interest at the rate of 22 1/2 percent per annum, and all of said principal and interest being made payable at such banking house or trust company in COOK COUNTY, 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 AMERICAN GENERAL FINANCE INC. 4284 S. Archer Ave in said City. CHICAGO ILLINOIS 60632

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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 26 IN BLOCK 5 IN ADAM SMITH'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS 3605 S ALBANY CHICAGO IL 60632 PIN 16 36 306 003

13.00

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which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, ornaments, 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 unit or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, 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.

WITNESS the hand and seal of Mortgagors the day and year first above written. James P. Martin (SEAL) Jean M. Martin (SEAL) JAMES P. MARTIN (SEAL) JEAN M. MARTIN (SEAL)

STATE OF ILLINOIS, I, BILL KUDRNA, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JAMES P. MARTIN AND JEAN M. MARTIN, HIS WIFE (JOINTLY) County of COOK

Notary Public, State of Illinois, My Commission Expires July 11, 1991. Given under my hand and Notarial Seal this 27th day of July 19 90. Bill Kudrna Notary Public

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- 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 or charges to the 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 service charges, and other charges against the premises when due, and duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full water charges, in the amounts 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 fire or lightning or explosion of the value or as may be full the indicated amount of the building or building to be insured, in case of loss or damage, to Trustees of the note, and in case of insurance about to expire, shall deliver all notices not less than ten days prior to the respective dates of expiration.
- 4. In case of default trustee, Trustee or the holders of the note required of Mortgagors in any facts and manner stated upon or interest on prior indebtedness, if any, and probable, drawings, notes, interest or other any tax lien or other prior lien or title or claim thereof, or release from any tax sale or foreclosure affecting and proceeds or contain any tax or assessments, including attorney's fees, and any other accretions advanced by Trustee and authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other accretions advanced by Trustee or the holders of the notes to protect the mortgage premises and the lien hereof, shall remain a charge on the premises and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the prevailing rate set forth in the note securing this trust deed, if any, otherwise the promaturity rate on the note. In the event of a foreclosure or sale of the premises or of the proceeds therefrom, the trustee shall be entitled as a creditor of any right accruing to them on account of any indebtedness 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 officer without liability into the validity of such bill, statement or estimate or into the validity of any tax, assessment, rate, certificate, warrant, lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, when principal and interest, when due according to the terms hereof, notwithstanding any lien in the note or in this Trust Deed to the contrary, including all unpaid indebtedness secured by this Trust Deed, and making payment of any installment of principal or interest on the note, or the other debts and debts and amounts for these days to the performance of any other obligations 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 all expenses and expenses which may be paid or received by or on behalf of Trustee or holders of the note or attorneys' fees, Trustee's fees, appraiser's fees, attorneys' fees, and other costs and expenses, including costs and expenses of advertising and expenses for publication of notices, and other costs and expenses which may be incurred in connection with the foreclosure proceedings, including all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificate, and similar data and accounts 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 holders of any note which may be paid pursuant to such decree the true condition of the title to the premises. All expenditures and expenses of the nature in the paragraph mentioned shall become due and payable, with interest thereon at a rate equivalent to the prevailing rate set forth in the note securing this trust deed, if any, otherwise the promaturity 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, or reason of this trust deed or 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 surplus 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 under 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 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 further time 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 convenient 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 such fund 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 such receivers sale; (b) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien or of any provision hereof shall be maintained in any 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 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 this 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, as if 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 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 thereof, produce and exhibit to Trustee the note, representing the said indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number, or 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 or Registrar 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 who all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the notes 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 services 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.

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 RECORDS.

Identification No. **783591**  
**CHICAGO TITLE AND TRUST COMPANY,**  
**Trustee.**  
By \_\_\_\_\_  
Assistant Secretary/Assistant Vice President

90617794

MAIL TO:  American General Finance  
4264 S. Archer Ave.  
Chicago, IL 60632  
Phone: 312-847-7988

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

PLACE IN RECORDER'S OFFICE BOX NUMBER **BOX 333**