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BOX 333

Form 802 Trust Deed - Individual Mortgages - Security One Trust Deed - Illinois - 11/79

SPECIAL SEAL
NOTARY PUBLIC STATE OF ILLINOIS
NEERAU BHATTA, M.D. 1991

Given under my hand and Notarial Seal this 26th day of June 1991.
Notary Public

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

I, Dawn Maddock, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Gul P. Bhatia and Neerau Bhatia are the same persons whose name is 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.

STATE OF ILLINOIS, County of Cook }
Gul P. Bhatia }
Neerau Bhatia }
WITNESS the hand and seal of Mortgagors the day and year first above written.

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto of every kind, 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 (including but not limited to, but not limited to, air conditioning, water, light, power, refrigeration (whether single unit or centrally controlled), and ventilation, roof 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, his 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.

SEE ATTACHED EXHIBIT A

PERM. INDEX NO. 24-28-404-016
5030-5044 W. 127th ST. J.C.
MISIP, J.C.
91327596

91420075 RE-RECORDED TO CORRECT DATES* JUNIOR TRUST DEED
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\$16.00
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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

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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 mechanic's 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 holders 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 data 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 proceedings, including probate and bankruptcy proceedings, in 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, or 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 proceeding; second, including all such items as are mentioned in the preceding paragraph hereof; third, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; fourth, all principal and interest remaining or paid on the note; fifth, 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 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 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 further 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 its 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) 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 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 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 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 Trustee Act" of the State of Illinois shall be applicable to this trust deed.

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IMPORTANT!
 FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT 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. 767378
 CHICAGO TITLE AND TRUST COMPANY,
 By [Signature] Trustee,
 Assistant Secretary/Assistant Vice President

MAIL TO: Richard A. Ginsburg, Attorney at Law
 111 West Washington Street, Suite 2010
 Chicago, Illinois 60602

PLACE IN RECORDER'S OFFICE BOX NUMBER _____

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

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the payments will in turn be paid to the first mortgagee. Upon first mortgagee requires such escrow payments to be held by it, (referred to as the "Escrow Payments"). To the extent that the

Holder, but not more than required by the first mortgagee pertaining to the premises, as reasonably projected by the and extended coverage insurance premiums levied upon and

twelfth of the annual general real estate taxes and annual fire required under the terms of the Note, an amount equal to one- concurrently with regular payments of principal and interest

R2. The Mortgagor agrees to pay to the Holder of the Note, by the Holder of the Note.

tax and insurance escrow payments, which payments are to be made payment of regular monthly installments of principal, interest, covenants and conditions of the first mortgage, except for

R1. The Mortgagor agrees to comply with all the terms, THE MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

hereunder will in turn be paid to the first mortgagee. That this Junior Trust Deed is in the nature of a wrap-around mortgage, as a portion of the payments due as Document No. 90129386 ("the first mortgage"); and extended per extension agreement recorded April 9, 1990 Trust Company to secure a note for \$182,000, as Trustee Under Trust No. 2270 to Ford City Bank and 24583844 made by Ford City Bank and Trust Company as 1978 and recorded August 15, 1978 as Document No. subordinate to, a certain trust deed dated July 31, The premises are subject to, and this Trust Deed is

The parties acknowledge that:

control. which this is attached, the provisions of this Rider shall conflict with the terms of the printed form Junior Trust Deed to \$335,000.00 (the "Note"). In the event the terms of this Rider

Installment Note of same date in the principal amount of Trustee, which secures payment and performance of a certain Bhatt, his wife, Mortgagor, and Chicago Title and Trust Company, Trust Deed dated June 26, 1991 between Gul P. Bhatt and Neeru This Rider is attached to and made a part of the Junior

RIDER TO JUNIOR TRUST DEED

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escrow account), to Mortgagee and, in case of insurance policies will deliver all insurance policies, premiums prepaid (from without ten days, advance written notice to Holder. Mortgagee Note and shall provide that no claim shall be paid thereunder at least thirty days, advance written notice to the Holder of the coverage shall not be terminated or materially modified without additional insured. All such policies shall provide that the reasonably protect the Trustee and shall name Trustee as an companies, have expiration dates and be in amounts, adequate to R4. All insurance policies shall be in form, written by

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the Note. Mortgagee pursuant to this Junior Trust Deed and four months, all amounts required to be paid by amounts sufficient to pay, for a period for up to c. Rental or business interruption insurance in and bodily injury of not less than \$1,000,000 for each occurrence and \$500,000 for any property damage; b. Comprehensive public liability against death, bodily injury and property damage with limits for Comprehensive public liability against death, agreed amount endorsement; for depreciation) (not bearing a replacement cost equipment upon the premises) without reduction ment value of all improvements, fixtures and amounts not less than the full insurable replace- covered by the so-called "all risks" coverage in fire, windstorm, flood, earthquake and other risks all risks of physical loss or damage, including a. Casualty insurance against loss and damage by

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insurance (the "Insurance Policies"); continuously maintain in the following described policies of Trustee's interest in the premises, and in any event will perils and hazards, and in such amounts to reasonably protect the R3. The Mortgagee will insure the premises against such relative to the escrow payments. with an annual statement reflecting receipts and disbursements insurance premiums. The Holder of the Note will supply Mortgagee from such escrow account current real estate tax bills and Mortgagee shall present to the Holder of the Note for payment deposit within fourteen days after receipt of such notice. Mortgagee agrees to increase such payments and make the required together with adequate evidence of the basis therefor, the revision in the amount of such escrow payments from time to time, notification from the Holder of the Note of any change or

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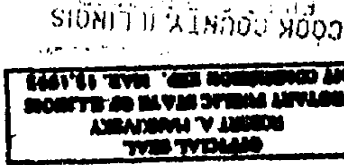
Chicago, Illinois 60602
Suite 2010
111 West Washington Street
RICHARD A. GINSBURG

This document was prepared by and mail to:

91420075

1991 AUG 16 PM 2:40

NOTARY SEAL



Subscribed and sworn to before me this 26th day of June, 1991.
Notary Public
Robert A. Ginsburg

Property

Neeru Bhatt
Neeru Bhatt
Gul P. Bhatt
Gul P. Bhatt

attached.

set forth at Paragraph 6 of the form to which this rider is attached. this provision the Holder and Trustee shall have all the rights should not be unreasonably withheld. In the event of a breach of the written consent of the Holder of the Note, which consent or assign its interest in the premises without first obtaining R7. The Mortgagor shall not sell, agree to sell, transfer, past due Escrow Payments and, last, to principal. the Note, shall be applied first to any accrued interest, next of R6. All payments received hereunder or under the terms of

tion. which collections shall be applied to the Mortgagor's obliga- the premises or any portion thereof, in the event of a default, interest to collect rent from the tenants then in possession of to the Trustee and Holder of the Note all its right title and hereunder, under which the Mortgagor hereby transfers and assigns of the Note an assignment of rents as additional collateral R5. The Mortgagor hereby grants to the Trustee and Holder

about to expire, Mortgagor will deliver renewal or replacement policies not less than thirty days prior to the date of expira- tion.

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RECEIVED
CLERK OF COOK COUNTY
JAN 14 1971

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

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THE EAST 93.24 FEET OF THE WEST 312.72 FEET FROM THE SOUTH LINE OF SAID SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 28 AND INTERSECTING THE EAST LINE OF SAID EAST 93.24 FEET OF THE WEST 312.72 FEET AT A DISTANCE OF 65.0 FEET NORTHERLY OF SAID SOUTHERLY LINE OF SAID SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 ALL IN COOK COUNTY, ILLINOIS

LYING SOUTHERLY OF A LINE INTERSECTING THE SOUTH WEST CORNER OF SAID PROPERTY, SAID CORNER BEING 50 FEET NORTHERLY ALONG THE WEST LINE OF

FOLLOWS:
THE EAST 93.24 FEET OF THE WEST 312.72 FEET (EXCEPT THE NORTH 1051 FEET AND EXCEPT THE SOUTH 50 FEET THEREOF) OF THE SOUTH EAST 1/4 OF THE THIRD PRINCIPAL MERIDIAN, ALSO EXCEPT THAT PART THEREOF DESCRIBED AS

7 1 3 2 7 5 9 6