

UNOFFICIAL COPY

TRUST DEED



768907

COOK COUNTY, ILLINOIS

CTTC 7

1991 DEC 20

PM 4:02

91672309

THE ABOVE SPACE FOR RECORDER'S USE ONLY

73 18308 (9) ALA 02 7318308

THIS INDENTURE, made December 18, 1991, between

STJEPAN VUJICA and VALERIE VUJICA, his wife

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

TWO HUNDRED FORTY THOUSAND (\$240,000.00) 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 18, 1991 on the balance of principal remaining from time to time unpaid at the rate of 9.75 per cent per annum in instalments (including principal and interest) as follows:

\$2,277.00 Dollars or more on the 1st day of February 1992, and \$2,277.00 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 January, 1999. 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 13.0 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 Pero and Nevenka Vasilj 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 20 IN BLOCK 27 IN ROGERS PARK, BEING A SUBDIVISION IN THE NORTH EAST 1/4 AND THAT PART OF THE NORTH WEST 1/4 LYING EAST OF THE RIDGE ROAD SECTION 31 AND THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALL OF SECTION 30 LYING SOUTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS.

P. I. N. 11-31-213-005 Address: 1625 W. Greenleaf, Chicago, IL 60626

A Rider is attached hereto and made a part hereof.

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.

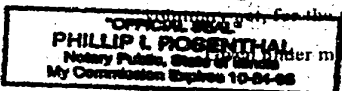
This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

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

Stjepan Vujica (SEAL) Valerie Vujica (SEAL) STJEPAN VUJICA VALERIE VUJICA

STATE OF ILLINOIS, I, the undersigned a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT STJEPAN VUJICA and VALERIE VUJICA, his wife

who are personally known to me to be the same persons whose names 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



My Commission Expires 10-01-95 18 day of December 1991

Notarial Seal

Notary Public

91672309

1600 10

CHICAGO OFFICE BOX NUMBER 77 W. WASHINGTON

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

MAIL TO: RONALD L. FRANKS

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.

CHICAGO TITLE AND TRUST COMPANY, Trustee. Assistant Secretary/Assistant Vice President Identification No. 758907

1. Mortgagee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire... 2. Mortgagee shall pay before any penalty attached against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note... 3. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire... 4. In case of default hereunder, Trustee or the holders of the note may, but need not, make note, 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 hereof, or redemption from any tax or forfeiture affecting said premises or interest in or to the premises... 5. The Trustee or the holders of the note hereby secured making any payment hereunder 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... 6. Mortgagee shall pay each item of indebtedness hereunder mentioned, both principal and interest, when due according to the terms hereof... 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... 8. The proceeds of any foreclosures shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosures... 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... 10. No action for the enforcement of the lien or of any provision hereof shall be a 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 holders of the note shall have the right to inspect the premises at a reasonable time and access there to shall be permitted for that purpose... 12. Trustee has no duty to examine the title, location, existence or condition of the premises... 13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid... 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded... 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...

91672309

RIDER TO TRUST DEED

\$240,000.00

December 18, 1991

1. PREPAYMENT. The indebtedness evidenced by the note secured hereby, or any portion thereof, may be prepaid at any time without any penalty whatsoever; however, such prepayments shall be applied as a credit against the principal due, in inverse order. That is, no such prepayments shall be applied against the next due monthly payments.

2. LATE CHARGE. If any installment of principal or interest is not paid within 5 days after its due date, there shall accrue and be then payable in addition to said installment, as a late charge, the sum of One Hundred Dollars (\$100.00). Said late charge shall accrue only once for each late installment.

3. SALE OR ASSIGNMENT. As long as the debt evidenced by the note secured hereby subsists, if there shall be a sale, transfer, assignment or conveyance of either any portion of the real estate described herein or of any portion of the beneficial interest of any land trust holding title to said real estate, without having first obtained the express written consent of the holder of the note secured hereby, then and in such event, at the election of the holder of the note, the whole principal sum remaining unpaid together with accrued interest and other charges thereon shall be become at once due and payable in full. An installment sale or the granting of a lease with an option to purchase shall be considered a sale for purposes of these provisions.

4. DEFAULT. This trust deed secures payment of an installment note payable to Bearer, bearing even date herewith. It is agreed that at the election of the holder of the note the principal sum remaining unpaid thereon, together with accrued interest and other charges thereon, shall become at once due and payable at the place of payment aforesaid in case of any default in the payment of principal or interest when due in accordance with the terms thereof; or in case any default shall occur in the performance of any other agreement contained in this trust deed. Provided, however, holder shall first serve written notice upon mortgagor, of thirty (30) days in the case of a non-monetary default, during which notice period the default may be cured.

5. COLLECTION FEES. If the note secured hereby is placed for collection after default or if suit for foreclosure is filed herein, or if proceeds are held in bankruptcy, receivership, reorganization or if there are any other legal or judicial proceedings in which the holder of the note or the trustee of this trust deed are made parties, the mortgagor agrees to pay to

91672309

# UNOFFICIAL COPY

COOK COUNTY CLERK'S OFFICE

Case No. 123456789

Date: 12/31/2023

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

7 1 0 / 2 3 0 9 768307

the holder of the note all costs, including without limitation reasonable attorneys' fees and all expenses incurred in connection with the protection or realization of any security incurred by the holder on account of such collection or proceedings.

6. REMEDIES. The remedies of the holder of the note secured hereby whether provided herein, or in said note shall be cumulative and concurrent and may be pursued singularly, successively or concurrently at the sole discretion of the holder, and any failure to exercise any right, remedy or recourse, shall not be deemed to be a waiver or release of same. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to a subsequent event.

7. WAIVER. The maker of the note secured hereby waives presentment for payment, demand, notice of dishonor, protest, notice of protest and diligence in collection, and expressly consent to any extension of time, release of any party liable for this obligation, release of any security for this note, acceptance of other security therefor and any other indulgence or forbearance whatsoever, and any such extension, release, indulgence or forbearance may be made without notice to any party and without affecting the personal liability of any party or the lien of this trust deed.

8. CONSTRUCTION. This instrument has been executed and delivered at Chicago, Illinois, and shall be construed and enforced pursuant to the laws of the state of Illinois.

9. HEADINGS. The headings of the paragraphs are for convenience only and do not limit or construe the contents of the paragraphs.

10. TIME OF THE ESSENCE. Time is of the essence of the note secured hereby and the obligations thereunder.

11. NOTICES. All notices required to be given pursuant to the terms hereof shall be by certified mail to the addresses as follows or as hereafter directed by notice, and shall be deemed given as of the date of mailing with proper postage prepaid:

To Mortgagee: Pero Vasilj  
2501 W. Farwell  
Chicago, Illinois 60645

with copy to: Ronald L. Farkas, 77 W. Washington St.,  
Chicago, Illinois 60602

To Mortgagor: Stjepan and Valerie Vujica  
5929 North Kimball  
Chicago, Illinois 60659

91672309

UNOFFICIAL COPY

Property of Cook County Clerk's Office

12. ESCROWS. There shall be due and payable to the holder of the note secured hereby in addition to each monthly payment of principal and interest, 1/12th of the annual real estate taxes and 1/12th of the annual premiums for hazard insurance, as reasonably estimated by holder.

13. ASSIGNMENT OF RENTS. As additional security for the payment of the all sums now or hereafter required to be paid hereunder, the undersigned mortgagor and guarantors assign over to PERO and NEVENKA VASILJ, the initial holder of the note secured hereby, and to his successors and assigns, all rents becoming due under any present or future lease, tenancy or agreement upon the property described herein, and do irrevocably authorize the said holders in their own names to collect all of said rents, without notice to the undersigned mortgagor or guarantors and to apply same to the payment of principal, interest and other sums due under this instrument. The provisions of this assignment may be utilized by the holders only in the event of a default under the note or under this trust deed.

14. INCORPORATION. The terms, covenants and conditions of the note secured hereby are incorporated into this trust deed as though set forth fully herein.

15. DEFICIENCY JUDGMENT. A personal judgment shall be entered for a deficiency against each maker of the note secured by this trust deed if there shall be a foreclosure of this instrument and if the sale of the mortgaged real estate fails to produce a sufficient amount to pay the amount found due.

16. WRAP-AROUND MORTGAGE. The lien of this trust deed shall at all times be junior and subordinate to the lien of that other certain mortgage made by STJEPAN VUJICA and VALERIA VUJICA to CAMPBELL/BERWYN LIMITED PARTNERSHIP to secure a note for \$160,000.00. This trust deed is a "wrap-around mortgage", in that it is further understood and agreed that as long as the payments due under the note secured by this trust deed are duly made to the holder thereof, the holder of said note for \$240,000.00 shall be responsible to pay the payments of principal and interest due under the note for \$160,000.00 secured by said senior mortgage.

91672309

Stjepan Vujica  
Stjepan Vujica

Valerie Vujica  
Valerie Vujica

# UNOFFICIAL COPY

Property of Cook County Clerk's Office