



## TRUST DEED

UNOFFICIAL COPY

865721

CTTC 9

91013281

THIS INDENTURE, made

December 21

THE ABOVE SPACE FOR RECORDER'S USE ONLY

1990, between

NATHANIEL OLIPHANT, MARRIED TO OUIDA J. OLIPHANT

91013281

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 holder or 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  
**ONE HUNDRED THIRTY THOUSAND and no/100 (\$130,000.00) ----- 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 in instalments as follows:

**ONE THOUSAND TWO HUNDRED SEVENTY-FOUR and 16/100 (\$1,274.16)\*** Dollars  
on the 21st day of March 1991, and **ONE THOUSAND TWO HUNDRED SEVENTY-FOUR and 16/100 (\$1,274.16)\*** Dollars  
on the 21st day of each month thereafter, to and including 21st day of February 1998, with final payment of the balance due on the 21st day of February 1998, with interest

from December 21, 1990, on the principal balance from time to time unpaid at the rate of 11 per cent per annum, each of said instalments of principal bearing interest after maturity at the rate of 13 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in 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

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

Lot 34 (except the Northwesterly 1 foot 6 inches thereof) and all of Lots 35, 36, 37, 38, 39, 40, 41 and 42 in Block 4 of Johnston and Clements Subdivision of the West half of the South East quarter (except the railroad) of Section 22, Township 38 North, Range 14, East of the third Principal Meridian, according to the plat thereof recorded November 28, 1885, in Book 217, Page 8, as Document Number 672817, in Cook County, Illinois.

PLN: 20-22-407-021; 20-22-407-022; 20-22-407-023; 30-33-407-050;  
20-22-407-058

Address: 6800 S. South Chicago Avenue, Chicago, Illinois

If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for personal property, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach an agreement in writing that the credit of such person is secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted.

STATE OF ILLINOIS  
County of Chicago

GIVEN under my hand and Notarial Seal this 21st day of December 1990.

Notarial Seal

Form 134 R-5/22 Tr. Deed, Indiv., Instal.-Plus Int.

Page 1

Notary Public

14

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## THE COVENANTS, CONDITIONS AND PROVISIONS

1. Mortgagors shall (1) promptly repair, restore or rebuild, or subordinate to the lien hereof; (2) keep said premises in good condition and upon request exhibit satisfactory evidence of the discharge of all respect to the premises and the use thereof; (3) pay when due any indebtedness now or at any time in arrears of taxes or assessments on buildings or buildings now or at any time in process of erection or removal, and other charges against the premises when due, and shall, upon written notice from the Trustee, correct any defect or omission which may prevent default hereunder. Mortgagors shall pay all costs of such action.

2. Mortgagors shall pay before any penalty attaches on the note, any taxes and assessments, interest and expenses of collection, and other charges against the premises when due, and shall, upon written notice from the Trustee, correct any defect or omission which may prevent default hereunder.

3. Mortgagors shall keep all buildings and improvements now or to pay in full the indebtedness secured hereby, all in compliance with all laws, ordinances, regulations and requirements of law, including insurance policies not less than ten days prior to the respective dates of expiration of such policies.

4. In case of default therein, Trustee or the holders of the note may affect said premises or cause any tax or assessment, all taxes and assessments with respect thereto, including attorney's fees, and any other amount due thereon, plus reasonable compensation to Trustee for the additional indebtedness secured hereby and shall become entitled thereto per annum. Notice of Trustee or holders of the note shall serve hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby secured make no claim to any bill, statement or estimate prepared from the appraisement or the validity of any tax, assessment, sale, forfeiture, tax lien or other debt of the holders of the note, and without notice to Mortgagors or any person in this Trust Deed to the contrary, become due and payable, shall contain.

6. Mortgagors shall pay a sum of indebtedness herein mentioned or in this Trust Deed to the contrary, become due and payable, shall occur and commence.

7. When the indebtedness herein secured shall become due and payable, the Trustee or the holders of the note herein secured shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, the Trustee or the holders of the note herein secured shall be entitled to all expenditures and expenses which may be made or incurred by or on behalf of the Trustee or the holders of the note herein secured for the purpose of effecting the sale of the property described in the indenture and assignments with respect to title as Trustee or the holders of the note herein secured.

8. Mortgagors shall pay a sum of indebtedness herein mentioned or in this Trust Deed to the contrary, become due and payable, shall appear whether or not actually commenced; or (b) preparations for the commencement of a proceeding for the foreclosure of the property herein secured.

9. The proceeds of any foreclosure sale of the property herein secured, which under the terms hereof constitute secured indebtedness, shall be applied to the principal and interest remaining unpaid on the note, fourth.

10. Upon, or at any time after the filing of a bill to foreclose the lien hereof, such appointment may be made either before or after trial, which Trustee hereunder may be appointed as such receiver. Both parties hereto, as well as during any further times while Mortgagors, except for the whole period of said period, the Court from time to time may grant, shall be superior to the lien hereof or of such debts, provided such receiver may interpose same in an action at law upon the note herein secured.

11. Trustee or the holders of the note shall have the right to sue for the purpose.

12. Trustee has no duty to examine the title, location, dimensions, identity, capacity, or authority of the signatories on the note, or to inquire herein given unless expressly obligated by the terms hereof, nor may he inquire of or that of the agents or employees of Trustee, and is not liable for any misconduct or negligence on the part of the signatories.

13. Trustee shall release this trust deed and the lien thereof upon the signing of this trust deed and the holders of the note shall be entitled to the after maturity thereof, produce and exhibit to Trustee the name, address, and telephone number of the person or persons to whom Trustee may accept as true without inquiry. Where a release is so described any note which bears an identification number purporting to be the description herein contained of the note and which purports to be the signature of the original trustee and it has never placed in evidence, any note which may be presented and which conforms to substance, the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the recorder of deeds of the county where the property situated shall be successor in Trust. Any successor to Trust hereunder shall be bound by the covenants contained in this Trust Deed.

15. This Trust Deed and all provisions hereof, shall stand in full force and effect notwithstanding any change in the name of the word "Mortgagors" when used herein shall include all such persons as may be substituted for the original mortgagees, whether or not such persons shall have executed the transfer of title, or of the note, or of "notes" when more than one note is due.

**IMPORTANT**  
THE NOTE SECURED BY THIS TRUST DEED SHOULD  
BE IDENTIFIED BY Chicago Title and Trust Company  
BEFORE THE TRUST DEED IS FILED FOR RECORD.

MAIL TO:

Box 317

REVERSE SIDE OF TRUST DEED  
1. Mortgagors shall, within thirty (30) days from the date of recordation of this Trust Deed, pay to the Trustee or the holder of the note the amount of the principal of the note and interest accrued thereon, and all taxes and assessments, interest and expenses of collection, and other charges against the premises when due, and shall, upon written notice from the Trustee, correct any defect or omission which may prevent default hereunder.

2. Mortgagors shall pay the cost of insurance, including fire, lightning, and other risks, and all taxes and assessments, interest and expenses of collection, and other charges against the premises when due, and shall, upon written notice from the Trustee, correct any defect or omission which may prevent default hereunder.

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Form 144-A 5/72 Tr. Deed, Index, Index Card, and Map  
Recorded Seal  
County Clerk's Office  
County of Cook

NOTARY PUBLIC		MY GIVE SIGHT OF THIS	
ROBERT S. FERLIS		NOTARIAL SEAL THIS	
" OFFICIAL		21st day of December 1990	
Personality known to me to be the same person whose name is subscribed to the foregoing		ROBERT S. FERLIS, Notary Public and Notarial Seal this 21st day of December 1990 before, sealed and delivered the foregoing instrument in my hand and Notarial Seal this 21st day of December 1990.	

County of COOK  
STATE OF ILLINOIS.

{ SS. NATHANIEL OLIPHANT, MAILED TO DAVIS, HERBIE A, SURVEYOR THAT	
{ Notary Public in and for said residing in said County, in the State aforesaid, do hereby certify that	
{ the undersigned	

I, SEAL  
I, SEAL

WITNESS the hand, and seal, of Mortgagors the day and year first above written,  
 This first deed contains of two pages. The convenants, conditions and provisions appearing on page 2 (the reverse side of this tract)  
 are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, executors and  
 administrators and devisees and successors in interest and their assigns, to the same extent and to the same effect as if the same had been set forth at length on this first page.  
 To have and to hold the premises unto the and their assigns, to the same extent and to the same effect as if the same had been set forth at length on this second page.  
 Mortgagors do hereby declare and warrant that they have no other or better title to the property described in the premises than is now held by them, and that they have power to convey the same; and that they have power to make all covenants, conditions and warranties herein contained, and to do all acts necessary for the execution and delivery of this instrument.  
 Mortgagors do hereby declare and warrant that they have no other or better title to the property described in the premises than is now held by them, and that they have power to convey the same; and that they have power to make all covenants, conditions and warranties herein contained, and to do all acts necessary for the execution and delivery of this instrument.  
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\*Please list taxes and insurance.

COOK COUNTY RECORDER  
#7285 # 3 \* 91-013281  
T#222 T#N# 2513 01/09/91 11:28:00  
SEPT-91 REC'D BY

THIS IS A PART PURCHASE MONEY MORTGAGE.

