

UNOFFICIAL COPY

TRUST DEED (ILLINOIS)

This instrument filed for record by Lee A. Neely & Ruth Neely As An Accommodation

91020933

(Monthly payments including interest)

JAN 1 1991 Only. It Has Not Been Examined As To Its Execution Or As To Its Effect Upon Title.

The Above Space For Recorder's Use Only

THIS INDENTURE, made June 28, 1990 between Lee A. Neely & Ruth Neely In Joint Tenancy Robert L. Soltis

herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note... Fidelity Financial Services 9944 S. Roberts Rd Suite 205 Palos Hills, IL 60465

on the balance of principal remaining from time to time unpaid at the rate as provided in note of even date, such principal sum and interest to be payable in installments as follows: One hundred Forty-seven & 69/100 (147.69) Dollars on the 3rd day of August 1990 and One Hundred Forty-seven & 69/100 (147.69) Dollars on the 3rd day of each and every month thereafter until said note is fully paid.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY and WARRANT unto the Trustee, its or his 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 5 in Block 12 in the Resubdivision of Blocks 3,4,5,6,11 and 12 in the Resubdivision of Blocks 1 to 8 inclusive (except the North 134 feet of Blocks 1 and 2 and except the North 60 feet of the South 350 feet of Blocks 7 and 8) in Lyons Subdivision of the West 1/2 of the North East 1/4 of Section 16, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. Commonly Known as: 5712 S. Winchester Cgo., IL PIN# 20-18-216-025

which, with the property hereinafter described, is referred to herein as the "Premises" TOGETHER with all improvements, tenements, covenants, and appurtenances thereto belonging, and all rents, issues and profits thereof so long and during all such times as Mortgagors may be entitled thereto, including all fixtures and profits are pledged primarily and on a parity with said real estate and not secondarily, and all fixtures, apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single unit or centrally controlled) and ventilation, including but not limited to, restricting the foregoing, screens, window shades, awnings, storm doors and windows, air vents, major beds, lawn and lawn furniture, and all other articles of the foregoing are declared and agreed to be a part of the mortgaged premises, whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purposes, and upon the terms and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights and benefits 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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Lee A. Neely (Seal) Ruth Neely (Seal)

91020933 (Seal)

State of Illinois, County of COOK ss. I, the undersigned, a Notary Public in and for said County,

in the State aforesaid, DO HEREBY CERTIFY that Lee A. Neely & Ruth Neely, in joint tenancy

personally known to me to be the same person, whose name is set subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that I, N. J. signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 28th day of June 1990 Commission expires February 23, 1993

This instrument was prepared by

William J. Howarth 9944 S. Roberts Rd. #205 Palos Hills, IL 60465 ADDRESS OF PROPERTY: 5712 S. Winchester Chicago, IL 60636

NAME Fidelity Financial Services MAIL TO: ADDRESS 9944 S. Roberts Rd. #205 CITY AND STATE Palos Hills, IL zip CODE 60465

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED

SEND SUBSEQUENT TAX BILLS TO: Lee & Ruth Neely (Name)

OR RECORDER'S OFFICE BOX NO 5712 S. Winchester Cgo., IL (Address) 60636

91020933

1328 PARTICIPANT NUMBER

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FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE FILED BY THE TRUSTEE BEFORE THE TRUST DEED IS FILED FOR RECORD.

IMPORTANT

The instrument Note mentioned in the within Trust Deed has been identified hereunder with Identification No.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagees" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed, authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

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 death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or her death, resignation, inability or refusal to act of Trustee, powers and authority shall be exercised by the Trustee or successor of Trustee. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

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 instance of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal 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, the release of the principal note and which parts to be executed by the persons herein designated as the makers hereof; and where the release is requested of the original trustee and which parts to be executed by a prior Trustee hereunder or which conforms with the description herein contained of the principal note and which parts to be executed by the persons herein designated as the makers hereof, identifying same as the principal note described herein, he may accept as the genuine principal note hereof any note which may be presented and which conforms with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, 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 his own gross negligence or that of the agents or employees of Trustee, and Trustee shall require indemnities satisfactory to him before exercising any power herein given.

11. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose. No action for the enforcement of the lien of this Trust Deed 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.

10. No action for the enforcement of the lien of this Trust Deed 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. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint 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 Mortgagees 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 rent, issues and profits of said premises during the pendency of such foreclosure and in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further time when Mortgagees, except for the intervention of such receiver, would be entitled to collect such rents, issues and profit, 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 or in part of: (1) The indebtedness recorded 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 appointment is made prior to foreclosure sale; (2) the deficiency in case of a sale and a deficiency.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint 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 Mortgagees 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 rent, issues and profits of said premises during the pendency of such foreclosure and in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further time when Mortgagees, except for the intervention of such receiver, would be entitled to collect such rents, issues and profit, 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 or in part of: (1) The indebtedness recorded 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 appointment is made prior to foreclosure sale; (2) the deficiency in case of a sale and a deficiency.

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; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with priorities or assignments as their rights may appear. Third, all principal and interest remaining unpaid; fourth, any overplus to Mortgagees, their heirs, legal representatives or assigns as their rights may appear.

7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage. Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage. Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage. Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage.

6. Mortgagees 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 the original or duplicate receipts therefor. To prevent default hereunder Mortgagees may desire to consent. Mortgagees 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 the original or duplicate receipts therefor. To prevent default hereunder Mortgagees may desire to consent.

5. The Trustee or the holders of the note hereby secured making any payment hereof relating to taxes or assessments, may do so according to any bill, statement or estimate or 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, foreclosure, tax lien or title or claim therefor. The Trustee or the holders of the note hereby secured making any payment hereof relating to taxes or assessments, may do so according to any bill, statement or estimate or 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, foreclosure, tax lien or title or claim therefor.

4. In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgagees 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 therefor, or redemption from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All of the purposes paid for by or for Mortgagees and all expenses paid or incurred in connection therewith, including reasonable attorneys' 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 the premises hereunder, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice to Trustee and with interest thereon at the rate of seven percent per annum. Fraction of Trustee or holders of the note shall be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagees.

3. Mortgagees shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm upon 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.

2. Mortgagees 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 the original or duplicate receipts therefor. To prevent default hereunder Mortgagees may desire to consent. Mortgagees 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 the original or duplicate receipts therefor. To prevent default hereunder Mortgagees may desire to consent.

1. Mortgagees shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanics' liens or liens in favor of the United States or other liens or claims superior to the lien hereof; (4) 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; (5) comply with all requirements of law or municipal ordinances with respect to now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

0602016