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UNOFFICIAL COPY

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TRUST DEED

1991 SEP 25

91063291

CTTC 16

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 24

19 88, between Thomas P. McNamara and Janet C. McNamara, 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 sum of

Twelve thousand six hundred and three 96/100----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable as stated therein

and delivered, in and by which said Note the Mortgagors promise to pay the sum of \$12,603.96 in instalments as provided therein.

The final instalment shall be due on the 5th day of September 1995

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money 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 Village of Forest Park COUNTY OF Cook AND STATE OF ILLINOIS, to wit

Lot Eighty (80) in Twelfth Street Syndicate Subdivision on the North East Quarter of Section Twenty-four (24) Township Thirty-nine (39) North, Range Twelve (12), East of the Third Principal Meridian, in Cook County, IL.

Permanent Tax ID. #15-24-203-009

Property Commonly Known As : 1212 Marengo Forest Park, IL. 60130

13.00

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto being on, 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.

Thomas P. McNamara (SEAL)

Janet C. McNamara (SEAL)

STATE OF ILLINOIS

I, BRIAN K. ENGEL

SS

a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Thomas F. McNamara and Janet C. McNamara, his wife

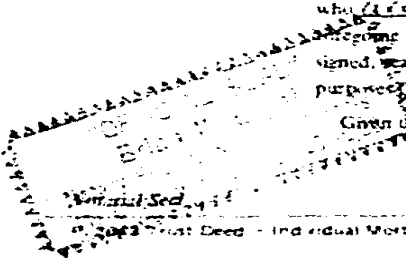
County of Cook

who are personally known to me to be the same person(s) whose name 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 voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 30 day of August 19 88

Brian K. Engel (Signature)

Notary Public.



Trust Deed - Individual Mortgagor - Secures One Instalment Note with Interest Included in Payment

Box 305

91063291

Chicago, IL 60679
One First National Plaza Suite 182
First National Bank of Chicago

122 Madison
Chicago, IL 60630

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

Cheryl L. Layman
First National Bank of Chicago

MAIL TO



IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER THE INSTRUMENT NOT STAMPED BY THIS
TRUST DEED SHOULD BE RETURNED BEFORE THE
TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE
TRUST DEED IS FILED FOR RECORD

CHICAGO TITLE AND TRUST COMPANY
Trustee
Identification No. 299927
Assistant Secretary/Assistant Trustee

This Document was prepared by:
Cheryl L. Layman
First National Bank of Chicago

Mortgagee has agreed the note.
16. Notwithstanding any provision of this Trust Deed, no Mortgagee is obligated to pay any indebtedness described herein unless the
provisions of this Trust Deed. The provisions of the "Trust and Lenses, Act" of the State of Illinois shall be applicable to this Trust Deed.

15. Before recording this Trust Deed, Trustee or Successor shall receive for its services a fee as determined by its fee schedule in effect when
this instrument shall be executed. "notes" when more than one note is used.

14. 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 and all persons liable for the payment of or through
Mortgagee, and the word "note" when used in
herein given Trustee.

13. Trustee may receive in writing filed in the office of the Recorder of Deeds of the county in which this instrument shall have
been recorded or filed, in case of the redemption, maturity or refusal to act of Trustee, the then Recorder of Deeds of the county in which the
persons herein designated as makers thereof.

12. Trustee shall release the trust deed and the lien thereof by proper assignment upon presentation of a 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, and which conforms in substance with the description herein contained of the note and which purports to be
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
person herein designated as maker thereof.

11. Trustee has no duty to examine the title, location, extent or condition of the premises, or to include into the validity of the
signature or the identity, capacity, or authority of the signatory, a note or trust deed, nor shall Trustee be obligated to record this trust
deed or to execute any power hereof unless expressly obligated by the terms hereof, nor be liable for any acts of omissions hereunder,
except in case of its own gross negligence or misconduct or that of its agents or employees or of Trustee, and it may require indemnities
satisfactory to it before executing any power hereof given.

10. Trustee or 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.

9. 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 enforcing same in an action at law upon the note hereby secured.

8. Upon or at any time after the thing of a bill to foreclose 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
Mortgagee at the time of application for such receiver. Such receiver shall have power to collect the full value of the premises or
occupied as a homestead or not and in the receiver's report may be appointed as such receiver. Such receiver shall have power to collect the full
value of the premises, issues and profits of such premises of such premises, and in case of a sale and a deficiency, during the full
statutory period of redemption, whether or not the redemption of or not, as well as during any further times when Mortgagee, except for the full
period of such redemption, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary to aid
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 his hands in payment in whole or in part of (a) The
indebtedness secured hereby, or by any decree foreclosing, or by any decree foreclosing, or by any decree foreclosing, or by any decree foreclosing,
suppor 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.

7. The proceeds of a sale of the premises shall be distributed and applied in the following order of priority: First, on
account of all costs and expenses incurred in the foreclosure proceedings, including all such items as 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 Mortgagee, then
to the extent of the value of the premises.

6. 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 expenses and charges which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys'
fees, Trustee's fees, appraisers' fees, court costs, publication costs and costs of advertising, publication costs and costs of advertising, which
may be estimated as to be expended after entry of the decree of foreclosing all such charges of title, lien searches and examinations,
the insurance policy, Town's certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to
be financially necessary, that in prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true
condition of the premises, then to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true

5. This Trust Deed and all sums hereby secured shall become due and payable at the option of the Mortgagee (or holder of said Note) and
without notice to the Mortgagee forthwith upon the convenience, sale, or transfer, by operation of law or otherwise, of Mortgagee's title to all
or any portion of said mortgaged property and premises, or upon the vesting of such title in any manner in person or entity other than, or
with Mortgagee, unless made with prior written consent of the Mortgagee (or holder of said Note). Any conveyance, sale, or transfer made in
accordance with this paragraph shall not release the original Mortgagee or any liability under the note or this Trust Deed except as may be
specifically agreed to by the Mortgagee (or holder of said Note) in writing.

4. Mortgagee shall pay each item of indebtedness herein mentioned, when due according to the terms hereof. At the option of the holder
of the note and without notice to Mortgagee, 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 immediately, less unearned charges, in the case of default in making payment of
any installment on the note.

3. Mortgagee shall promptly repair, restore or rebuild any building, 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 water and fire from mechanics' or other liens
or claims for fire not expressly subordinated to the term 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; and complete within a reasonable time any building or buildings now or at any time in process of erection upon said
premises (or complete within a reasonable time any building or buildings now or at any time in process of erection upon said
premises) with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (d) make no

2. Mortgagee shall pay before any penalty attaches all general 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, Mortgagee shall pay in full under protest, in the manner provided by statute, any tax
or assessment which Mortgagee may desire to contest.

1. Mortgagee 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 policy providing for payment
by the insurance companies of money sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness
secured hereby, all in companies insuring to the holders of the note, under insurance policy 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 addresses and general 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.

Mortgagee shall pay before any penalty attaches all general 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
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by the insurance companies of money sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness
secured hereby, all in companies insuring to the holders of the note, under insurance policy 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
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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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