

UNOFFICIAL COPY

91109034

THIS INSTRUMENT made March 9 1991
between VINELL SMITH, a widow

10116 South Vernon, Chicago, Illinois 60628
herein referred to as "Mortgagor," and ASHLAND STATE BANK
9443 South Ashland Avenue
Chicago, Illinois 60620

DEPT. OF RECORDS \$13.00
11000 S. TRAN. 1144 88 11-91 15:31:00
91109034
COOK COUNTY RECORDER

The Above State For Recorder Use Only

herein referred to as "Trustee" witnesseth that Whereas Mortgage is a trust indenture to the legal holder of a principal promissory note, term of 18.00 years, dated 12/15/72 and hereafter, executed by Mortgagor, made payable to ASHLAND STATE BANK and its assigns, in the principal sum of THIRTEEN THOUSAND SIXTY-ONE AND 27/100 Dollars and interest to March 9, 1991 in the balance of ONE THOUSAND THREE HUNDRED AND 13/100 Dollars and interest to March 9, 1991 in the balance of TWO HUNDRED THIRTY-SEVEN AND 61/100 Dollars on the 15th day of April 1991 and TWO HUNDRED THIRTY-SEVEN AND 61/100 Dollars on the 15th day of April 1991 and thereafter until the date of the next payment of principal and interest, which interest shall be due on the 15th day of March 1991 and thereafter until the date of the next payment of principal and interest, to be applied to the accrued and unpaid interest on the principal sum remaining unpaid thereon and the remainder of the principal sum shall be applied to the extent not paid when due of the principal sum of the mortgage, at the rate of 18.00 percent per annum, and all such payments being made payable to Ashland State Bank, 9443 S. Ashland, Chicago, IL and all such other acts as the legal holder of the note may from time to time require to be performed in order to protect the principal sum remaining unpaid thereon and the accrued interest thereon, which shall be due and payable at the place of payment thereof in case default shall occur in the payment when due of any installment of principal or interest or in default of any such payment, and continue for three days in the performance of the agreement contained in this Trust Deed, in which event default may be made at any time after the expiration of said three days, with or without notice, and that in parties thereto severally waive presentment of payment, tender of principal and interest and protest.

NOW THEREFORE to secure the payment of the principal sum of money and interest due, to secure the performance of the above mentioned note and this Trust Deed, and the performance of the covenants and agreements hereinafter contained by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid to the Trustee, who is hereby acknowledged by the Mortgagor by these presents, CONVEY AND WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of the estate, right, title and interest therein, situate, lying and being in the City of Chicago County of Cook State of Illinois to wit:

LOT 717 IN FRED'K H. BARTLETT'S GREATER CHICAGO SUBDIVISION NO. 1, BEING A SUBDIVISION OF ALL OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

91109034

which, with the property hereinafter described, is referred to herein as the premises.
Permanent Real Estate Index Number(s) 25-10-407-022
Address(es) of Real Estate 10116 South Vernon Chicago, Illinois 60628

TOGETHER with all improvements, tenements, easements and appurtenances thereto, including all rights, ways and profits thereon, now being and during all such times as Mortgage is to be entitled thereto. All interests, issues and profits to be paid for and in a party with said real estate and not secondarily, and all fixtures, apparatus, equipment, articles and contents hereon, including but not limited to, water, light, power, telephone and air conditioning, whether single units or centrally controlled, and similar, including, without limitation, telephones, stereo, window shades, awnings, storm doors and windows, floor coverings, and all other articles, fixtures and contents, and all other articles, fixtures and contents, and all other apparatus, equipment or articles hereafter placed on the premises by Mortgagee or its successors, in mass or in kind, be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the legal Trustee, its successors and assigns, forever, to the purpose and use and in 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 Mortgagee do hereby expressly release and waive.

The name of a record owner is VINELL SMITH, a widow
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 Mortgagor, their heirs, successors and assigns.

Witness the hands and seal of Mortgagee on the day and year first above written
Vinell Smith
VINELL SMITH (Seal)

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
State of Illinois County of COOK

OFFICIAL SEAL
Michael A. Shay
Notary Public, State of Illinois
My Commission Expires 7/30/1991

I, the undersigned, a Notary Public in and for said County of Cook, do hereby certify that VINELL SMITH, a widow is the person whose name is subscribed to the foregoing instrument, and that she has signed, sealed and delivered the said instrument as free and voluntary act in the uses and purposes therein set forth, including the release and waiver of the

Given under my hand and official seal, this 9th day of March 1991
Commission expires July 30 1991

This instrument was prepared by Rima Niemi 154 W. Hubbard St., Chicago, IL 60610
NAME AND ADDRESS

Mail this instrument to _____ STATE _____ ZIP CODE _____

OR RECORDER'S OFFICE BOX NO. 364

UNOFFICIAL COPY

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:

1. Mortgagors 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 mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated 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) complete within a reasonable time any building or buildings 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.

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 the original or 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 and windstorm 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 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 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 the rate of nine per cent per annum. 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 to the holders of the note hereby secured, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case 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 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 debt. 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, guarantee 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. In addition, 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 the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to 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 after 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 proceedings, including all such items as are 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 hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, 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 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 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 for 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 his hands in payment in whole or in part of: (1) 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; (2) the deficiency in case of a sale and deficiency.

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.

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, 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 misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him 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 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, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal 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 he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal 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 death, resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. 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.

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 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.

IMPORTANT

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

The Installment Note mentioned in the within Trust Deed has been

identified herewith under: Identification No. _____

Trustee

92109034