



TRUST DEED

UNOFFICIAL COPY

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91132800

CTTC 15

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made MARCH 18TH 19 91 between WILLIAMS, RORY (A MARRIED MAN) AND BOBBIE WILLIAMS (A MARRIED WOMAN)

herein referred to as "Trustors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS Trustors are justly indebted to the legal holders of the Instalment Note (the "Note") made payable to THE ORDER OF BEARER and hereinafter described, said legal holder or holders being herein referred to as the "Holders of the Note"

in the Total of Payments of \$ or in the Principal or Actual Amount of Loan of \$ 26,927.00 , together with interest on unpaid balances of the Actual (Principal) Amount of Loan at the Rate of Charge set forth in the Note.

It is the intention hereof to secure the payment of the total indebtedness of Trustors to the Holders of the Note, within the limits prescribed herein whether the entire amount shall have been advanced to Trustors at the date hereof or at a later date.

NOW, THEREFORE, Trustors 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 Trustors 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 Trustee, its successors and assigns, the following described real property and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF COOK COUNTY OF ILLINOIS,

to wit: COOK ILLINOIS

LOT 1 (EXCEPT THE SOUTH 10 FEET THEREOF) IN BLOCK 7 IN EGGLESTON'S SECOND SUBDIVISION OF THE NORTH 1/2 OF THE NORTH EAST 1/4 (EXCEPT THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF SAID NORTH EAST 1/4 HERETOFORE DIVIDED AS EGGLESTON'S SUBDIVISION) OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT PARCEL #: 20-78-202-022

DEPT-01 RECORDING \$13.29
T34444 TRAN 1920 03/25/91 15:38:00
#2741 # D \* - 91 - 132800
COOK COUNTY RECORDER

7128 So. Yale
Chicago, Ill

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 Trustors 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 premises whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Trustors or their successors or assigns shall be considered as constituting part of the premises.

TO HAVE AND TO HOLD the premises unto 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 Trustors 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 trustors, their heirs, successors and assigns.

WITNESS the hand and seal of Trustors the day and year first above written.

Signatures of Rory Williams and Bobbie Williams with [SEAL] markers.

STATE OF ILLINOIS,

I, E. SENESTAS

COUNTY OF

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT WILLIAMS, RORY AND BOBBIE WILLIAMS

who IS personally known to me to be the same person whose name THEY 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 Notarial Seal this 18TH day of MARCH, 19 91.

Notarial Seal



Signature of Notary Public E. Senestas

Notary Public

13 Mar

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

CHICAGO TITLE AND TRUST COMPANY,  
Trustee,  
Assistant Vice President

FOR THE RELEASE OF BOTH THE BORROWER AND LENDER THE  
THIS TRUST DEED SHOULD BE IDENTIFIED BY  
CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THIS  
TRUST DEED IS FILED FOR RECORD.

MAIL TO:

111 W. Wacker Drive  
Chicago - 40 Dept  
766387



THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Trustees shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without warranty, and free from encumbrances or claims for lien hereon; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereon, and upon request exhibit satisfactory evidence of the payment of such indebtedness to the Holders of the Note or Trustee; (d) make no material alterations in said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Trustees herein expressly covenant and agree to pay and keep current the monthly installments on any prior mortgage and to provide any default thereunder. Trustees further agree that should any default be made in the payment of any installment or any interest on the prior mortgage, or should any bill be commenced or other action taken to foreclose the prior mortgage, then the amount secured by this Trust Deed shall become due and payable in full at any time thereafter, at the option of the Holders of the Note and in accordance with the Note. Trustees shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to the Holders of the Note duplicate receipts therefor. To prevent default hereunder, Trustees shall pay in full under protest, in the manner provided by statute, any tax or assessment which Trustees may desire to contest.

3. Trustees shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm (and flood damage), where the insurer is required by law to issue a non-admitted policy providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby. All in compliance with the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the 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 full or partial payments of principal or interest on prior encumbrances, if any, and purchase, and manage 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 lien or other prior lien or claim in or out of court, or redemption from any tax sale or foreclosure affecting said premises or contest any tax or assessment, or the rights of the Holders of the Note shall have the option to pay the scheduled monthly installments on any prior mortgage and, to the extent of the amount so paid, become subrogated to the rights of the trustee identified on the prior mortgage. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the Holders of the Note to protect the mortgaged premises and the lien hereon, plus reasonable compensation to Trustee for such 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 a rate equivalent to the rate set forth in the Note securing this Trust Deed. If any, otherwise the premium on any default hereunder on the part of Trustee.

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 bill, assessment, tax, lien or claim thereon.

6. Trustees shall pay, forthwith, any tax lien or claim thereon.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Holders of the Note or Trustee shall have the right to foreclose the lien hereon, there shall be allowed and included in the deed for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or the Holders of the Note for attorneys' fees, trustee's fees, appraiser's fees, auditors' fees for documents and expenses which may be paid or incurred by or on behalf of Trustee or the Holders of the Note for costs (which may be estimated as to items to be expended after entry of the decree) or proceeding with such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or the Holders of the Note may deem it reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such additional indebtedness secured hereby and value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable.

8. Trustees shall have the option to declare the unpaid balance of the Note or Trustee shall have the option to declare the unpaid balance of the indebtedness hereon contained in the event of the death of one of the Trustee and continue for three days in the payment of any interest or in the performance of any other agreement of the Trustee become due and payable. Trustees shall also continue for three days in the performance of any other agreement of the Trustee.

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10. 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 interposing and defending.

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12. Trustees shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

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15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Trustee and all persons claiming under or through Trustee, and the word "Trustee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Trust Deed.

16. Before releasing this Trust Deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed. The provisions of the "Trust And Trustee Act" of the State of Illinois shall be applicable to this Trust Deed.

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