

TRUST DEED  
THIRD MORTGAGE (ILLINOIS)

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Said trust deed is given for value received, and is made up under this form, between the parties to the instrument, the parties and agents of the parties, including all documents or instruments, contained in this instrument.

91243357

THIS INDENTURE WITNESSETH, that Dalisay M. Villalon, divorced and  
not since remarried,hereinafter called the Grantor, at 5901 North  
Sheridan Road, Chicago, Illinois 60660

in hand paid CONVEY S AND WARRANT S in Chicago Title and

Trust Company

at 111 West Washington Street, Chicago, Illinois 60602

as Trustee, and to his successors in trust hereinafter named, the following described real  
estate, with the improvements thereon, including all heating, air conditioning, gas and  
plumbing apparatus and fixtures, and everything appurtenant thereto, together with all  
rents, issues and profits of said premises, situated in the County of Cook \_\_\_\_\_ and State of Illinois, to wit:111 W Washington Street  
Chicago, IL 60602 243357  
Date 4/17/91 243357  
Book 1247 Page 56

See attached legal description which is made a part hereof as if set forth verbatim.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number: 34-00-000-010-1007 CH-07-102-023 1/131

Address of premises: 1070 Sanders Road, Northbrook, Illinois 60062

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted upon \$200 principal promissory note bearing even date here-with, payable

Note #1 - August 17, 1991 - \$40,000.00

Note #2 - May 17, 1992 - \$40,000.00

THE GRANTOR covenants and agrees as follows. (1) To pay said indebtedness, and the interest thereon, at the time and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due, each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or repair all buildings or improvements on said premises that may have been destroyed or damaged; (4) that basic to said premises shall not be communally transferred; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein; (6) is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached pertaining to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid, to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable;

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances, or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or make or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment, at 15% per cent per annum shall be no more additional indebtedness secured hereby. (Note #1 - 15%; Note #2 - 18% for months 1-9; 25% for months 10-12)

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and will interest thereon from time of such breach

at 20% per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms. \*(Note #1 - 20%, Note #2 - 25%)

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof - including reasonable attorney's fees, outlays for documentation, evidence, stenographer's charges, cost of procuring or compiling abstract showing the whole title of said premises embracing foreclosure decree, to be paid by the Grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional liability of said premises, shall be rated as costs and included in any decree, that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, or release herefrom, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantee, and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of a complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once end without notice to the Grantor, or to any person claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is Dalisay M. VillalonIn THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal, or failure to act, then

of said County is herein appointed to be first successor in this trust, and if for any like cause, said successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is henceforth appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successors in this trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to Prior mortgages, covenants, conditions and restrictions of record, zoning and building codes and ordinances.

Witness the hand and seal of the Grantor this 17th day of May, 1991.  
See Attached Rider 1 which is made a part hereof.

Please print or type names below signature(s)

Dalisay M. Villalon  
Signature

ISEAL

ISEAL

756910

This instrument was prepared by Stephen R. Miller, Rudnick & Wolfe, 203 N. LaSalle, Chicago, Illinois 60601  
Instrumentation No. 1247 NAME AND ADDRESS:

CHICAGO TITLE AND TRUST COMPANY, Trustee

J. S. Miller  
Assistant Secretary1600  
B. J. G.  
B. J. G.  
B. J. G.

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STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

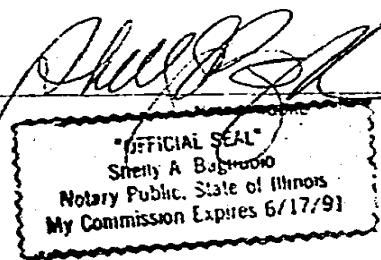
I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DALISAY M. VILLALON, DIVORCED AND NOT SINCE REMARRIED

personally known to me to be the same person, whose name IS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that SHE signed, sealed and delivered the said instrument as HER 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 17TH day of MAY, 1991

(Impress Seal Here)

Commission Expires 06/17/91



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SECOND MORTGAGE  
Trust Deed

BOX NO.

TO

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LEGAL DESCRIPTION

LOT 227 IN LAKESHIRE UNIT 11, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 16, 1977 AS DOCUMENT NO. 24059922, IN COOK COUNTY, ILLINOIS.

First American Title Center # C40918 rider lot 182

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## RIDER I

This Rider I is attached to and made a part of the Trust Deed/Third Mortgage dated May 17, 1991 ("Mortgage") by Dalisay M. Villalon ("Borrower") in favor of Chicago Title and Trust Company ("Trustee") for the benefit of the legal holders of the Notes ("Holder") secured by the Mortgage and in the event of conflict between terms of the Mortgage and this Rider I, the terms of this Rider I shall control.

A. **Senior Mortgages.** Borrower has executed and delivered to Norwood Federal Savings and Loan Association (i) that certain note in the original principal amount of One Hundred Fifty-Thousand Dollars (\$150,000.00) ("First Note"); (ii) that certain first mortgage executed by Borrower in favor of Norwood Federal Savings and Loan Association in the original principal amount of One Hundred Fifty-Thousand Dollars (\$150,000.00), recorded on July 5, 1979, as Document Number 25035232 with the Recorder of Deeds of Cook County, Illinois ("First Mortgage"). In addition, Borrower has executed and delivered to United Financial Mortgage (i) that certain note in the original principal amount of Sixty-Three Thousand Dollars (\$63,000.00) ("Second Note"); (ii) that certain second mortgage executed by Borrower in favor of United Financial Mortgage in the original principal amount of Sixty-Three Thousand Dollars (\$63,000.00) recorded on January 18, 1989 as Document Number 39027943 with the Recorder of Deeds of Cook County, Illinois ("Second Mortgage"). Trustee and Holder acknowledge that this Mortgage is junior and subordinate to the lien of the First Mortgage and Second Mortgage (collectively the "First Mortgage and Second Mortgage" shall be referred to as the "Senior Mortgages" and the First Note and Second Note shall be referred to as the "Senior Notes").

### B. **Borrower's Covenants with Respect to Senior Instruments.**

(a) Borrower covenants and agrees to comply with all of the terms and provisions of the Senior Notes and Senior Mortgages (collectively, "Senior Instruments"). If Borrower shall default in the performance of any term or provision contained in the Senior Instruments, Holder may, but shall not be obligated to, pay any principal or interest due under the Senior Notes or any of the Senior Instruments. To the extent the Holder of the Note pays any installment of principal or interest or any other sums due under the Senior Notes or the Senior Instruments, the Holder shall become entitled to a lien on the Premises covered by this Mortgage and by the Senior Instruments, equal in rank and priority to the Senior Instruments, and in addition to the extent necessary to make effective such rank and priority (i) the Holder shall become subrogated to receive and enjoy all of the rights, liens, powers and privileges granted to the secured party under the Senior Instruments and (ii) the Senior Instruments shall remain in existence for the benefit of and to further secure the debt and other sums secured, or hereafter to become secured by the Mortgage.

(b) Borrower shall give Holder a copy of all notices given Borrower with respect to any of the Senior Instruments within five (5) days after receiving such notice.

(c) Borrower shall not, without the prior written consent of Holder enter into any modification, extension, amendment, agreement or arrangement in connection with any of the Senior Notes or Senior Mortgages. The lien of this Mortgage shall not be subordinate to any modification, extension, amendment or arrangement in connection with any of the Senior Notes or Senior Mortgages not consented to in writing by Holder.

C. **Default under Senior Instruments; Holder's Right to Cure.** In the event Borrower is declared by the holder of the Senior Instruments to be in default with respect to any requirement of any of the Senior Instruments, Borrower agrees that said default shall constitute a Default hereunder. Upon the occurrence of such Default, in addition to any other rights or remedies available to Holder, Holder may, but need not, make any payment or perform any act required to cure or attempt to cure any said default under any of the Senior Instruments in any manner and form deemed expedient by Holder. Holder shall not be responsible for determining the validity or accuracy of any claim of default made by the Holder under the Senior Instruments and the payment of any sum by Holder in curing or attempting to cure any alleged default or omission shall be presumed conclusively to have been reasonable, justified and authorized. Borrower hereby grants to Holder an irrevocable power of attorney, which power of attorney is coupled with an interest, for the term of this Mortgage, to cure any default

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or forfeiture which may occur under the Senior Instruments. Borrower further agrees to execute a formal and recordable power of attorney granting such right at any time during the existence of this Mortgage if requested by Holder. All monies paid by Holder in curing any default under the Senior Instruments, including attorneys fees and costs in connection therewith, shall bear interest from the date or dates of such payment at the Default Rate, shall be paid by Borrower to Holder on demand, and shall be deemed a part of the Indebtedness and recoverable as such in all respects. Any inaction on the part of the Holder shall not be construed as a waiver of any right accruing to Holder on account of any Default hereunder. Notwithstanding anything contained herein to the contrary, in no event shall the indebtedness secured by this Trust Deed exceed \$1,000,000.00.

D. Holder's Right to Prepay Senior Note. In the event of a Default hereunder, Holder may prepay the entire balance due under the Senior Notes, and any prepayment fees or penalty incurred by Holder in connection with such prepayment shall bear interest from the date of such payment at the Default Rate, shall be paid by Borrower to Holder upon demand, and shall be deemed a part of the Indebtedness and recoverable in all respects.

E. Due on Sale/Encumbrance. If all or any part of the Property or any interest in it is sold, hypothecated or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Holder's prior written consent, Holder may, at its option, require payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Holder if exercise is prohibited by federal law as of the date of this Mortgage.

If Holder exercises this option, Holder shall give Borrower notice of acceleration. This notice shall provide a period of not less than 5 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Holder may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

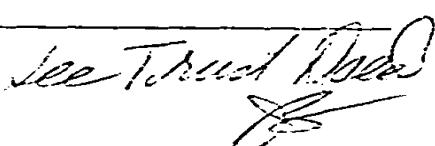
F. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Holder may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

\*The undersigned Trustee hereby certifies that this is the  
Installment Note in the Trust  
Deed referred to above.

Identification No. \_\_\_\_\_

  
DALISAY M. VILLALON

Trustee



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