



TRUST DEED UNOFFICIAL COPY 91273730

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made May 15 1991, between Chicago Title and Trust Company, an Illinois corporation, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated March 13, 1984 and known as Trust Number 1084980, herein referred to as "First Party," and Chicago Title and Trust Company

an Illinois corporation, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of

TWENTY-NINE THOUSAND ONE HUNDRED FORTY-ONE & 20/100- --(\$29,141.20) Dollars, made payable to THE ORDER OF BEARER, GEOFFREY MURDOCH and SHARON MURDOCH

and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from May 15, 1991 on the balance of principal remaining from time to time unpaid at the rate of

twelve percent per annum in instalments (including principal and interest) interest only as follows: ONE HUNDRED FIFTY-THREE and 28/100- - - - - (\$153.28)

Dollars or more on the 1st day of June 1991 and TWO HUNDRED NINETY-ONE and 41/100- - - - - (\$291.41)

Dollars or more on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of June, 1994. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of Fifteen percent per annum, and all of said principal and interest being made payable at such banking house or trust company in Darien Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the Office of Geoffrey Murdoch and Sharon Murdoch, 1005 Trounville Lane, Darien, Illinois 60559 in said City.

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the Village of Chicago Ridge COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Unit Number 17 in Nottingham Manor Condominiums II, as delineated on a Survey of the following described real estate:

Lot 12 in Block 13 in Robert Bartlett's 95th St. Homesites, being a Subdivision in the West 1/2 of the North West 1/4 of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document 25279283 together with its undivided percentage interest in the Common Elements.

Commonly known as: Unit #17, 9830 South Nottingham Avenue, Chicago Ridge, Illinois 60415

PIN: 24-07-112-048-1017

1834 06/07/91 11:08:00

#1793 # B *--91-273730

COOK COUNTY RECORDER

91273730

which, with the property hereinafter described, as 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 First Party, its successors or assigns 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 thereon 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 First Party or its successors or assigns shall be considered as constituting a 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien 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 notes; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest; (i) 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 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 to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal

MAIL TO:

Daniel A. Riley
Riley, Riley and Riley
8855 South Roberts Road
Hickory Hills, Illinois 60457

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
Unit #17, 9830 South
Nottingham Avenue

Chicago Ridge, Illinois 60415

PLACE IN RECORDER'S OFFICE BOX NUMBER

91273730

1329

UNOFFICIAL COPY

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91273731

ASSIGNMENT OF NOTE AND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that GEOFFREY METALS, INC. PENSION PLAN AND TRUST, an Illinois Trust of Palos Hills, Illinois, the party of the first part, in consideration of the sum of ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) DOLLARS to it in hand paid by GEOFFREY MURDOCH and SHARON MURDOCH of 1005 Troutlilly Lane, Darien, Illinois, the party of the second part, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer, and set over unto the said party of the second part, their heirs, executors, administrators and assigns, a certain indenture of mortgage bearing the date October 26, 1990, and recorded October 31, 1990, in the Will County Recorder of Deeds Office, as Document No. R90-060932, made by JAMES J. SMITH and MARIFRAN SMITH, (a copy of said Mortgage being attached hereto as Exhibit "A"), and all of their right, title, and interest to the premises therein described as follows to-wit:

The East 301.00 feet of the West 930.02 feet of the North 725.40 feet of the North West 1/4 of Section 29, Township 34 North, Range 13, East of the Third Principal Meridian, in Will County, Illinois.

Commonly known as: 6245 West Bruns, Monee, Illinois

Permanent Index Number: 14-29-100-002

together with the note or obligations therein described and the money due or to grow due thereon, with the interest.

To have and to hold the same unto the said party of the second part, their heirs, executors, administrators or assigns forever, subject only to the provisions in said mortgage.

DEPT. OF RECORDING \$16.29
THE STATE OF ILLINOIS 06-07-91 11:09:00
H1294 000 * 91-273731
COOK COUNTY RECORDER

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1629

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The undersigned does for itself, its successors and assigns, covenant with the said party of the second part, their heirs, executors, administrators and assigns, that there is now actually due and owing on said note and mortgage the principal sum of One Hundred Thousand and 00/100 (\$100,000.00) Dollars; that the interest payments on said note are current and that they have good right to assign the same.

The undersigned does hereby make, constitute, and appoint the said party of the second part, their true and lawful attorney, irrevocably, in their name or otherwise, that at the assignee's own proper costs and charges, to have, use and take all lawful ways and means for the recovery of the said money and interest, and, in case of payment, to discharge the same as fully as we might or could do if these presents were not made.

IN WITNESS WHEREOF, We have hereunto set my hand and seal this 31st day of May, 1991.

GEOFFREY METALS, INC.
PENSION PLAN AND TRUST,
an Illinois Trust

BY 
Geoffrey Murdoch, Trustee

91273731

This Instrument Was Prepared By:

Daniel A. Riley, Esq.
8855 South Roberts Road
Hickory Hills, Illinois 60457



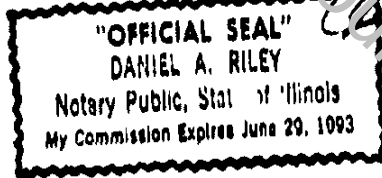
UNOFFICIAL COPY

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STATE OF ILLINOIS)
)SS:
COUNTY OF COOK)

I, Daniel A. Riley, a Notary Public
in and for, and residing in the said County, in the State aforesaid, DO
HEREBY CERTIFY that GEOFFREY MURDOCH, Trustee of GEOFFREY METALS,
INC. PENSION PLAN AND TRUST, an Illinois Trust, 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 he signed, sealed and delivered the said instrument as his free and
voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5th day
of June, 1991.



Daniel A. Riley
NOTARY PUBLIC

MAIL TO:

RILEY, RILEY AND RILEY
8855 South Roberts Road
Hickory Hills, Illinois 60457

91273731

Property of Cook County Clerk's Office

UNOFFICIAL COPY

THIS INDENTURE, made October 26 1990, between
JAMES J. SMITH and MARIFERAN SMITH, his wife

3611 West 115th Street Chicago Illinois
(NO AND STREET) (CITY) (STATE)
herein referred to as "Mortgagee," and GEOFFREY METALS, INC.
PENSION PLAN AND TRUST, an Illinois Trust

7026 West 103rd Street Palos Hills Illinois
(NO AND STREET) (CITY) (STATE)
herein referred to as "Mortgagee," witnesseth:

Above Space For Recorder's Use Only

THAT WHEREAS the Mortgagee are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$ 100,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagee promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 1st day of November 1992, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 7026 West 103rd Street, Palos Hills, Illinois 60465

NOW, THEREFORE, the Mortgagee to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements here in contained, by the Mortgagee 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 Mortgagee, and the Mortgagee's 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 Monee COUNTY OF Will AND STATE OF ILLINOIS, to wit:

The East 301.00 foot of the West 930.02 foot of the North 725.40 foot of the North West 1/4 of Section 19, Township 34 North, Range 13, East of the Third Principal Meridian, in Will County, Illinois

R90-60932

90 OCT 31 PM 4:05

Shirley R. ...
RECORDER

FILED WILL CTY., IL.

which, with the property hereinafter described, is referred to herein as the "premises"

91273731

Permanent Real Estate Index Number(s): 14-29-100-002 94

Address(es) of Real Estate: 6245 West Bruns, Monee, Illinois 60440

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances therein belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagee may be entitled thereto (which are pledged primarily and on a parity with all real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used in supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and sanitation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, window blinds, 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 Mortgagee or their successors or assigns shall be considered as constituting part of the real estate

I DO HAVE AND I DO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses 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 Mortgagee do hereby expressly release and waive

The name of a record owner is: James J. Smith and Mariferan Smith

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagee, their heirs, successors and assigns.

"OFFICIAL SEAL"
DANIEL A. RILEY
Notary Public, State of Illinois
My Commission Expires June 29, 1993

[Signature] (Seal) *[Signature]* (Seal)
James J. Smith Mariferan Smith
(Seal) (Seal)

State of Illinois, County of Cook, I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that JAMES J. SMITH and MARIFERAN SMITH his wife

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 they 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 26th day of October 1990
Commission expires June 29 1993

This instrument was prepared by Daniel A. Riley, Esq., 8855 South Roberts Road, Hickory Hills, Illinois
(NAME AND ADDRESS)

Mail this instrument to Riley, Riley and Riley
8855 South Roberts Road Hickory Hills, Illinois 60457
(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO.

EXHIBIT "A"

262-011 pte

CHICAGO TITLE INSURANCE CO.

premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay before any lien or charge thereon all general taxes and stamp taxes, special assessments, water charges, sewer service charges, and other charges which are levied or assessed against the premises, when due and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgages shall pay all such taxes and assessments in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagee, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagee, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagee to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagee, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagee covenant and agree to pay such tax in the manner required by any such law. The Mortgagee further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagee are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagee shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorms 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 Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, 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 the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagee 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 foreclose or sell 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 attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Fraction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagee.

8. The Mortgagee 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.

9. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagee, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee 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 expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's 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, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee 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. 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 hereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage 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 actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. 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, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage 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 Mortgagee 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 Mortgagee 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 of redemption, whether there be redemption or not, as well as during any further times when Mortgagee, 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 mortgage, 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.

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

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

15. The Mortgagee shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent in such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage 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 the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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