

UNOFFICIAL COPY

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TRUST DEED

1991 JUN 12 PM 12:29

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 7, 19 91, between

ARDELIA J. IRVIN, divorced and not remarried

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 principal sum of

ONE HUNDRED TEN THOUSAND and NO/100THS-----Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~MEADONK~~ HYDE PARK BANK AND TRUST COMPANY

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from June 7, 1991 on the balance of principal remaining from time to time unpaid at the rate of 10 1/2 percent per annum in instalments (including principal and interest) as follows:

ONE THOUSAND NINETY EIGHT and 22/100ths-----Dollars or more on the 10th day of July 19 91, and ONE THOUSAND NINETY EIGHT and 22/100ths-----Dollars or more on the 10th 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 10th day of June, 1996. 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 13% per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, 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 HYDE PARK BANK & TRUST CO. in said City.

NOW, THEREFORE, the Mortgagors 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 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 City of Chicago, (COUNTY) OF Cook AND STATE OF ILLINOIS, to wit:

Lots 9 and 10 in A. M. Pence's Subdivision of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

15.00

P.I.N. 20-17-203-001

Address of Property: 1023-25 W. Garfield Blvd. and 5509-11 S. Carpenter Ave. Chicago, Illinois

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 Mortgagors may be entitled thereto (which are pledged primarily and in a party 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, inlaid 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 uses, 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

Ardelia J. Irvin

ARDELIA J. IRVIN

This deed prepared by R. E. March, 188 W. Randolph St., Chicago, IL 60601

STATE OF ILLINOIS, } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ARDELIA J. IRVIN, DIVORCED AND NOT SINCE REMARRIED

who is 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 true and voluntary act, for the uses and purposes therein set forth.

OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires 5/26/92

under my hand and Notarial Seal this 7th day of June 19 91

72-94-456 F1 Miller

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BOX 333

91281751

MAIL TO:

HYDE PARK BANK & TRUST COMPANY  
1525 EAST 53RD STREET  
CHICAGO, ILLINOIS 60657

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

FOR THE PROTECTION OF BOTH THE MORTGAGOR AND  
LENDER THE INSTALLMENT NOTE SECURED BY THIS  
TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE  
AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST  
DEED IS FILED FOR RECORD.

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

1. Mortgages shall be promptly repaired, restored or rebuilt any buildings or improvements now or hereafter situated on said premises in order that the premises shall be kept in good condition and repair, without waste, and free from mechanical or other claims for them not expressly indemnified to the lien hereof; (c) pay within due any indebtedness which may be secured by a lien or charge on the premises in order that the premises and the use thereof; (d) make no alterations, additions or improvements on said premises without the written consent of the mortgagee, and shall pay in full under protest, in the manner provided by statute, any tax, service charges, and other charges against the premises when due, and shall, upon written request, furnish to the mortgagee 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.

2. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises in good condition and repair, without waste, and free from mechanical or other claims for them not expressly indemnified to the lien hereof; (c) pay within due any indebtedness which may be secured by a lien or charge on the premises in order that the premises and the use thereof; (d) make no alterations, additions or improvements on said premises without the written consent of the mortgagee, and shall pay in full under protest, in the manner provided by statute, any tax, service charges, and other charges against the premises when due, and shall, upon written request, furnish to the mortgagee 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.

3. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises in good condition and repair, without waste, and free from mechanical or other claims for them not expressly indemnified to the lien hereof; (c) pay within due any indebtedness which may be secured by a lien or charge on the premises in order that the premises and the use thereof; (d) make no alterations, additions or improvements on said premises without the written consent of the mortgagee, and shall pay in full under protest, in the manner provided by statute, any tax, service charges, and other charges against the premises when due, and shall, upon written request, furnish to the mortgagee 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.

4. In case of default in the performance of any of the obligations hereunder, the trustee shall have the right to foreclose the mortgage and to sell the premises and to apply the proceeds of such sale to the payment of the debt secured by the mortgage and to the payment of the costs and expenses of such sale, including the cost of advertising, the cost of appraisal, the cost of legal fees and the cost of the trustee's commission. The trustee shall have the right to foreclose the mortgage and to sell the premises and to apply the proceeds of such sale to the payment of the debt secured by the mortgage and to the payment of the costs and expenses of such sale, including the cost of advertising, the cost of appraisal, the cost of legal fees and the cost of the trustee's commission.

5. The trustee shall have the right to foreclose the mortgage and to sell the premises and to apply the proceeds of such sale to the payment of the debt secured by the mortgage and to the payment of the costs and expenses of such sale, including the cost of advertising, the cost of appraisal, the cost of legal fees and the cost of the trustee's commission. The trustee shall have the right to foreclose the mortgage and to sell the premises and to apply the proceeds of such sale to the payment of the debt secured by the mortgage and to the payment of the costs and expenses of such sale, including the cost of advertising, the cost of appraisal, the cost of legal fees and the cost of the trustee's commission.

6. Mortgagee shall have the right to foreclose the mortgage and to sell the premises and to apply the proceeds of such sale to the payment of the debt secured by the mortgage and to the payment of the costs and expenses of such sale, including the cost of advertising, the cost of appraisal, the cost of legal fees and the cost of the trustee's commission. The trustee shall have the right to foreclose the mortgage and to sell the premises and to apply the proceeds of such sale to the payment of the debt secured by the mortgage and to the payment of the costs and expenses of such sale, including the cost of advertising, the cost of appraisal, the cost of legal fees and the cost of the trustee's commission.

7. When the trustee shall have the right to foreclose the mortgage and to sell the premises and to apply the proceeds of such sale to the payment of the debt secured by the mortgage and to the payment of the costs and expenses of such sale, including the cost of advertising, the cost of appraisal, the cost of legal fees and the cost of the trustee's commission. The trustee shall have the right to foreclose the mortgage and to sell the premises and to apply the proceeds of such sale to the payment of the debt secured by the mortgage and to the payment of the costs and expenses of such sale, including the cost of advertising, the cost of appraisal, the cost of legal fees and the cost of the trustee's commission.

8. The trustee shall have the right to foreclose the mortgage and to sell the premises and to apply the proceeds of such sale to the payment of the debt secured by the mortgage and to the payment of the costs and expenses of such sale, including the cost of advertising, the cost of appraisal, the cost of legal fees and the cost of the trustee's commission. The trustee shall have the right to foreclose the mortgage and to sell the premises and to apply the proceeds of such sale to the payment of the debt secured by the mortgage and to the payment of the costs and expenses of such sale, including the cost of advertising, the cost of appraisal, the cost of legal fees and the cost of the trustee's commission.

9. Upon, or at any time after the filing of a bill to foreclose the mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after the filing of a bill to foreclose the mortgage. The receiver shall have the right to take possession of the premises and to manage and operate the same, and to sell the same if necessary to satisfy the debt secured by the mortgage. The receiver shall also have the right to bring suit to enforce the debt secured by the mortgage and to receive the proceeds of such sale.

10. No action for the enforcement of the lien 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. The trustee shall have the right to inspect the premises and access thereto shall be permitted for that purpose.

11. Trustee or the holders of the note shall have the right to inspect the premises and access thereto shall be permitted for that purpose. The trustee shall have the right to inspect the premises and access thereto shall be permitted for that purpose. The trustee shall have the right to inspect the premises and access thereto shall be permitted for that purpose.