

91392809

First Chicago Trust Co. of Illinois

UNOFFICIAL COPY

This indenture, made

August 1, 1991, between the First Chicago Trust Co. of Illinois, a corporation organized and existing under the laws of the State of Illinois, and known as **Trustee**,

known referred to as **First Party** and **Chicago Title & Trust Co.**

731491

an Illinois Corporation herein referred to as **Trustee**, with c/o

that, whereas First Party has previously herewith executed an installment sale bearing serial date herewith in the principal sum of

ONE HUNDRED THOUSAND (\$100,000.00) and no/100-----

dollars

made payable to **bearer**

and delivered to 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 specified, and

interest on the balance of principal remaining from time to time unpaid at the rate of **10.5** per cent per annum in

monthly

installments

as follows: **ONE THOUSAND TWO and 17/100 (\$1,002.17)**-----

dollars

on the **16th** day of **August** 1991

and **ONE THOUSAND TWO and 17/100 (\$1,002.17)**-----

dollars

on the **16th** day of each

month

hereinafter until said note is fully paid except that the final payment of principal and

interest, if not sooner paid shall be due on the **16th** day of **April** 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 of each payment, provided that the principal of each installment unless paid when due shall bear interest at **12%** 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 maturity, from time to time, in writing appoint, and in absence of such appointment, then at the office of

DONALD L. CULLOTTA & MARY CULLOTTA

in said City.

Now, therefore, First Party, in satisfaction of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Trust Deed, and as a consideration of said sum of money being paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, quit and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the **City of Chicago**

Cook

And State of Illinois, to wit

Street Address **4212 W. Irving Park Road, Chicago, Illinois 60641**

County of
14⁰⁰

Permanent Index Number **13-15-411-020-0000**

UNIT 3 IN THE 4212 W. IRVING PARK CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 19 AND 22 IN BLOCK 25 IN IRVING PARK, BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 15 AND THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 90396502 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

91392809

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

premier superior to the lien hereof and upon request shall satisfactorily insure... reasonable time any building or buildings hereof are any time in process of construction or repair and premises, the... to the premises and the... Attachments all general taxes and pay... request to furnish to... may desire to confer... policies providing for payment... hereby assign company... rights to be evidenced... in case of insuranc... not, make any payment... interest on prior... affecting said premises... including attorneys' fees... compensation to trustee... immediately due and payable... waiver of any right...

- 1. The Trustee or the holders of the note hereby so-called making any payment hereby authorized relating to taxes or assessments, may do so at cost first 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, lien, fee or claim thereon.
- 2. At the option of the holders of the note and without notice to First Party, its legal representatives or assigns, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, be deemed due and payable immediately in the case of default in making payment of any statement of principal or interest on the note, or (b) in the event of the failure of First Party or its legal representatives or assigns to carry out the obligations specifically set forth in paragraph 1 of this Trust Deed, and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.
- 3. When the indebtedness hereby secured shall become due whether by payment of the maturity or otherwise, the holders of the note or Trustee shall have the right to foreclose this lien hereof in any suit to foreclose the lien hereof, there shall be allowed and included in addition to the debt for sale all expenditures and expenses which may be paid or incurred by or on behalf of the trustee or holders of the note in carrying out this lien hereof, including publication costs and costs (which may be estimated as to terms to be expended after entry of the decree) or procuring all such abstracts of file, title searches and examinations guarantee policies, torrens certificates, and similar data and apparatus, 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 the purchasers of any part which may be sold pursuant to this lien hereof, and the holders of the note or the trustee shall be liable for the costs and expenses of the nature of this paragraph of this Trust Deed, which shall be paid or incurred by, and immediately due and payable, with interest at the highest lawful rate per annum when paid or incurred by trustee or holders of the note in connection with (a) any proceeding including probate and bankruptcy proceedings, in 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 a trial of such debt by foreclosure 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.
- 4. 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 of 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 overplus to First Party, its legal representatives or assigns, as their rights may appear.
- 5. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, and without regard to the sovereignty or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, 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 hereinafter 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 no redemption or not, as well as during any further times when First Party, its successors or assigns, except for the maintenance of such receiver, shall be entitled to collect such rents, issues and profits, and all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from which the receiver, authorized the receiver to apply the net income in his hands in payment in whole or in part of (1) the indebtedness secured hereby, or (2) any deficiency, and of any tax, special assessment or other lien which may be or become superior to the lien hereof, or of such other lien, provided such application is made prior to foreclosure sale; (3) the deficiency in case of a sale and deficiency.

UNOFFICIAL COPY

CHICAGO TITLE & TRUST CO.

Box No.

Trust Deed

Trustee

a. Trustee

The Above Space for Recorders Use Only

First Chicago Trust Co.

1800 N. Lawrence Ave., Chicago IL

91392809

1991 AUG - 5 PM 1:51

COOK COUNTY CLERK'S OFFICE

For the protection of both the borrower and lender, the note secured by this trust deed should be filed for record.

Important

Prepared By

1991 AUG - 5 PM 1:51

91392809

The Instrument Note attached in the within Trust Deed has been identified herewith under identification No.

COOK COUNTY CLERK'S OFFICE

281491

Notary Public

Notary Public signature and name

*Trustee

MARIO W. GOLANCO

First Chicago Trust Co., of Illinois

STATE OF ILLINOIS } S.S. COUNTY OF COOK

Attest

BY

Signature of Assistant Vice President

Assistant Vice President

In witness whereof, the undersigned, First Chicago Trust Co., of Illinois, has caused these presents to be signed by its Assistant Vice President, and its

First Chicago Trust Co., of Illinois

First Chicago Trust Co., of Illinois

- 7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access there to shall be permitted for that purpose... 11. All payments hereunder if not paid within 10 days of due date, shall bear a late charge of 5%.

608266316

91392809

91392809

This Indenture, made August 1, 1991 between First Chicago Trust Co., of Illinois and known as Trustee, witness...

ONE HUNDRED THOUSAND (\$100,000.00) and no/100... Chicago Cook...

Chicago Cook... 91392809

Now, therefore, the said party of the first part... together with all improvements, appurtenances, fixtures, and appurtenances...

Handwritten notes: 7266741, 68230, 68230, 91392809

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7. Trustee or the holders of the note shall have the right to inspect the premises...
8. Trustee has no duty to examine the title...
9. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence...
10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds...

11. All payments hereunder if not paid within 10 days of due date, shall bear a late charge of 5%.
12. Maker cannot prepay amounts under this instrument without the prior written consent of holder.

First Chicago Trust Co., of Illinois

This Trust Deed is executed by ~~the undersigned~~ not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in such Trustee (and said State National Bank hereby warrants that it possesses full power and authority to execute this instrument) and by ~~the undersigned~~ Assistant Vice President and agreed that nothing herein or in said note contained shall be construed as creating any liability on said First Party...
In witness whereof, ~~the undersigned~~ not personally but as Trustee as aforesaid has caused this instrument to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested to by its Assistant Secretary, the day and year first above written.

STATE OF ILLINOIS }
COUNTY OF COOK } S.S.
Attest *[Signature]* Assistant Vice President
[Signature] Assistant Secretary

MARIO V. GOTANCO

Assistant Vice President of the ~~State National Bank~~
Eva Higl
Trust Officer

of said Bank, who are personally known to me to be the same person whose names are subscribed to the foregoing instrument as said Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and executed said instrument as their own free and voluntary act and as the free and lawful act of said ~~State National Bank~~ Trustee as aforesaid, for the uses and purposes therein set forth, and said Assistant Secretary then and there acknowledged that he is custodian of the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this *5* day of *August*, *1991*.
Silvia Medina
Notary Public

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. **731491**
91392809

Important Prepared By
For the protection of both the borrower and lender, the note secured by this trust deed should be identified by the trustee named herein before the trust deed is filed for record.

Box No. _____
Trust Deed
First Chicago Trust Co. as Trustee
CHICAGO TITLE & TRUST CO.
To *mail to*
A. Maggio
7824 W Belmont
Chgo Ill
60634
Trustee
The Above Space for Recorders Use Only
First Chicago Trust Co of Illinois
1800 W. Lawrence Ave., Chicago IL

91392809