

TRUST DEED UNOFFICIAL COPY

This instrument was prepared by  
TALAN & KTSANES  
208 S. LA SALLE #1600  
CHICAGO IL 60604

THE ABOVE SPACE FOR RECORDER'S USE ONLY 35098424

THIS TRUST DEED, made JULY 13, 19 92, between  
BOBBY M. HILL AND BETTY LOU HILL, H-W, AS JOINT TENANTS  
herein referred to as "Mortgagors," and LINDA H. KTSANES, of  
COOK County, Illinois, herein referred to as TRUSTEE, witnesseth THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Promissory Note therein called "Note" hereinafter described, said legal holder or holders being herein referred to as Holders of the Note evidenced by one certain Promissory Note of the Mortgagors of even date herewith, made payable as stated therein and delivered, in and by which said Note the Mortgagors promise to pay an Amount Financed of EIGHTEEN THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS AND EIGHT CENTS (\$18,375.08) Dollars with interest thereon, payable in installments as follows:  
three hundred seventy three dollars and seventy three cents (\$373.73) Dollars or more on the 17th day of AUGUST, 19 92, and THREE HUNDRED SEVENTY THREE DOLLARS & SEVENTY THREE CENTS \$373.73 Dollars, or more on the same day of each month thereafter, except a final payment of 17th day of JULY 1998 Dollars, until said Agreement is fully paid and except that the final payment, if not sooner paid, shall be due on the 17th day of JULY 1998

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money 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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

UNIT 4645F-3 AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 30TH DAY OF DECEMBER, 1977 AS DOCUMENT NUMBER 2991060-1/2 AN UNDIVIDED .11917% INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES:  
LOT 22, IN BLOCK 8, IN RAVEN STOOD, BEING A SUBDIVISION IN SECTION 17 AND 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-11 RECORD FOR 923.50  
761111 TRAN 0041 07/16/92 15:00:00  
2336 4 M-92-523535  
COOK COUNTY RECORDER

TAX ID NO: 14-18-210-049-1003 92523535

Certif. 1355018 Property Address 4645 N. Hermitage Ave.  
Chicgo, IL 60640  
Bk. 2716-1 Pg 10

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 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, 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 on 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 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 the Mortgagors do hereby expressly release and waive.

THIS TRUST DEED MAY NOT BE ASSUMED WITHOUT THE WRITTEN CONSENT OF THE LEGAL HOLDERS OF THE NOTE THAT THIS TRUST DEED SECURES.

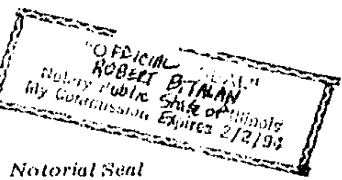
This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

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

Bobby M. Hill [SEAL] Betty Lou Hill [SEAL]  
BOBBY M. HILL [SEAL] BETTY LOU HILL [SEAL]

STATE OF ILLINOIS, }  
County COOK } SS.

I, ROBERT B. TALAN  
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
BOBBY M. HILL AND BETTY LOU HILL, H-W  
who personally known to me to be the same person S whose name S ARE 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 13th day JULY 19 92  
Robert B. Talan Notary Public

7350

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PLACE IN RECORDER'S OFFICE FILE NUMBER CHICAGO, ILLINOIS 60604 208 S. LA SALLE ST. #1600 ATTORNEYS AT LAW TALAN AND KISANES

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS ABOVE IN SCRIBED PROPERTY HERE

4645 N. Hennings Ave



MAIL TO

1. Mortgagee shall (a) keep and premises in good condition and repair, without waste, and free from encumbrances or other liens or claims for damaged or destroyed; (b) keep and premises in good condition and repair, without waste, and free from encumbrances 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 notwithstanding any right or option granted by any superior lien or by any superior lienholder to permit the principal balance of such mortgage to increase, not permit the principal balance of any superior lien to increase above the balance existing at the time of the making of this Trust Deed until this Trust Deed shall have been paid in full, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the premises now or at any time in process of making 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. Mortgagee shall pay before any party attaches all general taxes, and shall pay general taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee 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 insured against loss or damage by fire, lightning or wind-storms and flood damage, where the lender is required by law to have it insured under policies providing for payment by the insurance companies of money's substance, either to pay the cost of repairing or replacing the same or to pay in full the indebtedness secured hereby, and 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 shall deliver all policies, including additional policies and renewal policies, to 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 hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore 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 lien or claim thereon, or redeem from any tax sale or forfeiture affecting 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 attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning the note, shall be so much additional indebtedness secured hereby and shall become a part of the principal balance of the note, and shall be immediately due and payable without notice and with interest thereon at a rate equal to the rate set forth in the note. 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 the 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 or claim thereon.

5. 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 holders of the note, and without notice to Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed 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 (3) days in the performance of any other agreement of the Mortgagee to be contained, including default by the Mortgagee in causing or permitting the principal balance of any superior lien to increase above the principal balance existing at the time of the making of this Trust Deed.

6. When the indebtedness hereof secured shall become due whether by acceleration or otherwise, holders of the note or Trustee 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 the fee for attorney's fees, trustee's fees, appraiser's fees, costs for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to or by a court or jury after entry of the decree) of procuring all such abstracts of title, title searches and examinations, the reasonable expenses for printing and similar data and summaries with respect to the note as Trustee or holder of the note may deem to be reasonably necessary, either to prosecute, or 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 thereon at a rate equal to the rate set forth in the note, and such additional indebtedness secured hereby shall be a part of the principal balance of the note, and shall be immediately due and payable without notice and with interest thereon at a rate equal to the rate set forth in the note. The Trustee or the holders of the note shall never be considered as a guarantor of any right accruing to them on account of any default hereunder on the part of Mortgagee.

7. 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 the 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 or claim thereon.

8. 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 holders of the note, and without notice to Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed 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 (3) days in the performance of any other agreement of the Mortgagee to be contained, including default by the Mortgagee in causing or permitting the principal balance of any superior lien to increase above the principal balance existing at the time of the making of this Trust Deed.

9. Upon, or at any time after the thing 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 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 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 Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the full rents, issues and profits of such premises, whether there be redemption or not, as well as any other powers which may be necessary or convenient for the protection, possession, control, management and operation of the premises during the whole or in part of said period. The intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or convenient for the protection, possession, control, management and operation of the premises during the whole or in part of said period. The receiver in such cases for the protection, possession, control, management and operation of the premises during the whole or in part of said period, shall have power to apply the net income from any tax, special assessment or other lien which may be or become subject to the lien hereof, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become subject to the lien hereof, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become subject to the lien hereof, to the payment of the principal balance of the note, and in case of a sale and a deficiency, during the full period of redemption, whether there be redemption or not, as well as any other powers which may be necessary or convenient for the protection, possession, control, management and operation of the premises during the whole or in part of said period. The receiver in such cases for the protection, possession, control, management and operation of the premises during the whole or in part of said period, shall have power to apply the net income from any tax, special assessment or other lien which may be or become subject to the lien hereof, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become subject to the lien hereof, to the payment of the principal balance of the note, and in case of a sale and a deficiency, during the full period of redemption, whether there be redemption or not, as well as any other powers which may be necessary or convenient for the protection, possession, control, management and operation of the premises during the whole or in part of said period.

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 hereof in an action at law upon the note hereby secured.

11. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signature, capacity, or authority of the parties on the note or Trust Deed, nor shall Trustee be obliged by the terms hereof, not be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct of that of the agents or employees of Trustee, and it may require independent abstracts to be made by a title company or other disinterested party, and the then legal holder of this Trust Deed and the note or notes herein described may, by an instrument in writing, executed and recorded according to law, appoint any person who is a citizen and resident of the State of Illinois, to serve as Trustee in his place and stead, who shall thereupon for the purposes of advertisement and sale succeed to Trustee's title and estate and the trust herein created respecting the same. In the alternative, the then Receiver of Deeds of the County in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

13. This Trust Deed 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 note or notes, this instrument shall be construed to mean "note" when more than one note is used.

14. Before offering this Trust Deed, Trustee or Successor shall receive for its services a fee as determined by its rate schedule in effect when the release and assignment of this Trust Deed to Successor shall be entitled to recording, and a commission for any other act or service performed under any provisions of this Trust Deed. The provisions of the "Trust and Trustee" section of the State of Illinois shall be applicable to this Trust Deed.

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