

# UNOFFICIAL COPY



TRUST, DEED

770961

CTTC 13

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 23, 1992  
not since remarried

19 between Luci L. Behan divorced and

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

22479.09 Dollars.

evidenced by one certain Instalment 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 the sum of 22479.09 Including interest in installments as follows:

of September 1992, and \$368.93 Dollars or more on the 1st day of the same 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 August 2007

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 town of Hoffman Estates COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOT 99 IN PLAT OF SUBDIVISION, HEARTHSTONE UNIT 2, RECORDED AS DOCUMENT NUMBER 91005615, BEING A PART OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 02-19-113-038, 02-19-113-028, and 02-19-113-029, Volume 149

92542316

DEPT-01 RECORDING \$23.50  
T#11111 TRAN 2871 07/27/92 18:36:00  
44591 # A #-92-549316  
COOK COUNTY RECORDER

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 secondary) 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 ventilation, including, without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, indoor beds,awnings, shelves and w/ or 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 hereinafter 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 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 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 we have signed and sealed \_\_\_\_\_ of Mortgagors the day and year first above written.

*Luci L. Behan*

I SEAL

I SEAL

STATE OF ILLINOIS

I, Kurt F. LaCoste,

County of DuPage SS. No. 55

a Notary Public in and for and residing in said County in the State aforesaid, DC HEREBY CERTIFY  
THAT Luci L. Behan 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 signs, sealed and delivered the said instrument as her free and

QDRIING DALL FOR THE PURPOSES THEREIN SET FORTH

Kurt F. LaCoste, Notary Public, State of Illinois, My Commission Expires 6/5/96

Material Seal

F 2030 Trust Deed - Individual Mortgagor - Secures One Instalment Note with Interest Included in Payment

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Notary Public

# UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS OF THE TRUST DEED, RECORDING DATE OF

1. Mortgagors shall (a) promptly repair damage, or renew, any part of the premises which may become damaged or be destroyed; (b) keep said premises in good condition at all times, and free from encumbrances of every character which may be secured by or in charge of the premises supererogate to the lien hereof, and upon request exhibit same to the Trustee or his agents for inspection and storage of such property; (c) Trustee or holders of the note, (d) complete within a reasonable time any building or improvements constructed upon the premises, and the same altered or made material alterations in said premises except as required by law or municipal ordinances.

2. Mortgagors shall pay before any penalty attaches all general taxes and other taxes, service charges, and other charges against the premises when due, and any amount so paid, or otherwise, shall be a duplicate receipt therefor. To prevent default hereunder Mortgagors shall pay all taxes prior to the manner provided by law, or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter constructed upon the premises in good repair, against lightning or windstorms, and flood damage, where the lender is required to make such repairs under policies maintained by the insurance companies of money sufficient either to pay the cost of repair or to have some sum paid to the Trustee, secured hereby, all in compensation satisfactory to the holders of the note under insurance policies payable, in case of loss or damage, 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 the holder 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. Mortgagors shall pay each item of indebtedness herein mentioned, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything to the contrary in or in this Trust Deed to the contrary, become due and payable immediately, if it is unexpired, or, in the case of default in making payment of any instalment on the note.

5. When the indebtedness hereby secured shall become due when, or at any time thereafter, the holder of the note or any person holding the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there shall be allowed and included as actual and liquidated damages, for sale all expenditures and expenses which may be paid or incurred in the foreclosing, trustee's fees, attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, witnesses' fees, mileage, publication costs and costs which may be estimated as to items to be expended after entry of the decree of foreclosing all such documents of title, title searches and examination, title insurance policies, Torrens certificates, and similar data and assurances with respect thereto. The Trustee or holder of the note may deem to be reasonably necessary either to prosecute such suit or to evidence his interest in the property, and shall do so by and pursuant to such decree or condition of the suit or of the value of the premises.

6. The proceeds of any foreclosing sale of the premises shall be applied in the following order of preference, first, all costs and expenses, incident to the foreclosure proceedings, including attorney's fees, outlays, and expenses incurred in the proceeding, second, all other items which under the terms hereof constitute accrued interest and premium on the note, with the same to be recovered as herein provided, third, all principal and interest remaining, based on the rate of interest, except to Mortgagors, to whom the representatives or assigns of whose rights may appear.

7. Upon, or at any time after the filing of a bill to foreclose the lien hereof, the holder of the note may appoint a receiver of the said premises. Such appointment may be made either before or in default, and may be absolute, or subject to the following: (a) Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same should be occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect 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 statutory period of redemption whether there be redemption or not, as well as during any other times when Mortgagor's cause of action to intervene of such receiver would be entitled to collect such rents, issues and profits. (b) The receiver may have other powers which may be necessary, usual in such cases for the protection, preservation, control, management and administration of the premises during the same as above set forth. (c) Court from time to time may authorize the receiver to apply the same to the payment of costs and expenses of the suit, the indebtedness secured hereby, or by any decree foreclosing this trust deed, or by any decree, or order, or other decree, which may be superior to the lien hereof or of such decree, provided such application is made during the time of such deficiency.

8. No action for the enforcement of the lien or of any provision contained in the note or of any other contract, shall be available to the party interposing same in an action at law upon the note already accrued.

9. Trustee or the holders of the note shall have the right to inspect the premises at any time and place permitted for that purpose.

10. Trustee has no duty to examine the title, location, existence or condition of the premises or to inquire into the signatures or the identity, capacity or authority of the signatories of the note or of any instrument of record given unless expressly authorized to do so by the holder of the note or by the holder of this trust deed, except in case of its own gross negligence or misconduct or that of its agent or employee, which may be satisfactory to it before exercising any power herein given.

11. Trustee shall release this trust deed and the lien hereof as soon as practicable, but in no event later than three months after the indebtedness secured by this trust deed has been fully paid, and Trustee may require the person who shall, either before or after maturity thereof, produce and exhibit to him, any note or bond which such secured has been paid, which representation Trustee may accept in whole or in part or may refuse in whole or in part, but such successor trustee may accept as the genuine note herein described any note or bond which shall be executed by the persons herein designated or which conforms in substance to the note or bond which shall have placed its identification number on the note described herein. The Trustee may require such person to be present and to present and which conforms in substance with the description herein contained, and the other persons herein designated as makers thereof.

12. Trustee may resign by instrument in writing filed in the office of the recorder or of the county clerk, when recorded or filed. In case of the resignation, inability or refusal of any person, or persons, to whom the premises are situated shall be Successor to Trustee. Any Successor to Trustee, shall be a person herein given Trustee.

13. This Trust Deed and all provisions hereof, shall extend to the note or notes, if any, to be issued by the Mortgagors, and the word "Mortgagors" when used herein shall mean all such persons as may be liable for the indebtedness or any part thereof, whether or not such persons shall have executed the note or notes, and this instrument shall be construed to mean "Notes" when more than one note is issued.

14. Before releasing this trust deed, Trustee or successor shall receive for its services a fee to be determined by its rate schedule in effect, as release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act of service performed in the provisions of this trust deed. The provisions of the "Trust And Trustee Act" of the State of Illinois shall be applicable to this trust deed.

Prepared by R. Lange

### IMPORTANT

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

MAR TO:

P.O. Box 146  
Bloomingdale, IL 60108

PLACE IN RECORDER'S OFFICE BOX NUMBER

20901  
CHICAGO TITLE AND TRUST COMPANY

Robert Lawrence Assistant Vice President

RECORDER'S INDEX NUMBER:  
INSERT STREET ADDRESS OR ADDRESS  
OF PROPERTY HERE  
4671 Burnham Dr.

Hoffman Estates, IL 60195