

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS 1992 AUG 26 PM 3 01

92633717

TRUST DEED (Illinois) For use with Note Form 1448 (Monthly payments including interest)

92633717

The Above Space For Recorder's Use Only

THIS INDENTURE, made AUGUST 24, 1992, between WESLEY R. SCHUM AND MARQUERITE A. SCHUM, HIS WIFE CHARLES A. GREENSTEIN herein referred to as "Mortgagors," and

herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer

and delivered, in and by which note Mortgagors promise to pay the principal sum of ONE HUNDRED FIFTY THOUSAND AND 00/100 Dollars, and interest from DATE on the balance of principal remaining from time to time unpaid at the rate of \* per cent per annum, such principal sum and interest to be payable in installments as follows: \*SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF Dollars

RIDER ATTACHED TO TRUST DEED DATED AUGUST 24, 1992 BY AND BETWEEN WESLEY R. SCHUM AND MARQUERITE A. SCHUM, HIS WIFE AND THE FIRST NATIONAL BANK OF LINCOLNWOOD

Interest only on principal of \$150,000.00 beginning on October 1, 1992 and payable monthly at a rate of 1.00 percent (1.00%) per annum in excess of the LaSalle National Bank prime rate from time to time in effect, payable on August 1, 1993 the maturity date. All payments received on said Note shall be applied first to the payment of interest accrued to the date the payment is paid and any amount remaining from a payment after application to interest shall be applied in reduction of unpaid principal. Interest shall be increased to the rate of 6.00 percent (6.00%) per annum in excess of the LaSalle National Bank prime rate from time to time in effect after the maturity date or upon default until all liabilities are paid. Interest on said Note will be computed based upon a 360 day year for the actual number of days elapsed.

\*\*SEE DEFAULT RATE ON RIDER ATTACHED HERETO AND MADE A PART HEREOF

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

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

TOGETHER with all improvements, tenements, easements, 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 rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and window door coverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles her after placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises up to the said Trustee, its or his 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 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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Wesley R. Schum (Seal) WESLEY R. SCHUM

Marquerite R. Schum (Seal) MARQUERITE A. SCHUM

(Seal) (Seal)

State of Illinois, County of COOK

ss. THOMAS P. CATANIA I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WESLEY R. SCHUM AND MARQUERITE A. SCHUM, HIS WIFE

personally known to me to be the same persons whose names 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, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 24th day of Aug 1992. Commission expires 19

This instrument was prepared by THIS INSTRUMENT WAS PREPARED BY CHARLES A. GREENSTEIN 6401 NORTH LINCOLN AVENUE, LINCOLNWOOD, ILLINOIS ADDRESS OF PROPERTY: 6223 N. McCLELLAN CHICAGO, IL 60646

BOX 333

MAIL TO: NAME THE FIRST NATIONAL BANK OF LINCOLNWOOD ADDRESS 6401 N. LINCOLN AVENUE CITY AND STATE LINCOLNWOOD, IL ZIP CODE 60645

SEND SUBSEQUENT TAX BILLS TO: (Name) (Address)

OR RECORDER'S OFFICE BOX NO.

92633717 DOCUMENT NUMBER

73875227/9

# UNOFFICIAL COPY

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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 note; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special 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 the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm 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 shall deliver all policies, including additional 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 therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 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 reasonable attorneys' 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 which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. 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 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.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the original note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt, 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 Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' 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, guarantee policies, Torrens certificates, and similar data and assurances 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 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. In addition, 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 the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the note, in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to 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 accrual of such right to foreclose 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.

8. 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 hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, 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 Mortgagors 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 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 for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, 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 Trust Deed, 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.

10. No action for the enforcement of the lien of this Trust Deed 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.

11. Trustee or the holders 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, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.

13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. \_\_\_\_\_

**IMPORTANT**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Trustee

UNOFFICIAL COPY

92633717

DOCUMENT NUMBER

BOX 333

ADDRESS OF PROPERTY: 6401 NORTH LINCOLN AVENUE, LINCOLNWOOD, ILLINOIS

THIS INSTRUMENT WAS PREPARED BY CHARLES A. GREENSTEIN

Notary Public

Commission expires 19 82

Given under my hand and official seal, this 27th day of Aug 1982

waiver of the right of homestead.

free and voluntary act, for the uses and purposes therein set forth, including the release and

edged that they, signed, sealed and delivered the said instrument as

scribed to the foregoing instrument, appeared before me this day in person, and acknow-

personally known to me to be the same persons whose names are

MARQUERITE A. SCHUM, HIS WIFE

in the State aforesaid, DO HEREBY CERTIFY that WESLEY R. SCHUM AND

THOMAS P. CATANIA I, the undersigned, a Notary Public in and for said County,

State of Illinois, County of COOK

(Seal)

(Seal)

WESLEY R. SCHUM

MARQUERITE A. SCHUM

(Seal)

(Seal)

Witness the hands and seals of Mortgagors the day and year first above written.

Mortgagors, their heirs, successors and assigns.

incorporated herein by reference and hereby are made a part hereof the same as though they were set out in full and shall be binding on

This Trust Deced consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of the Trust Deed)

said rights and benefits Mortgagors do hereby expressly release and waive.

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

TO HAVE AND TO HOLD the premises unto the said Trustee, he or his successors and assigns, forever, for the purposes, and upon the uses

cessors or assigns shall be part of the mortgaged premises.

all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their suc-

of the foregoing are declared and agreed to be a part of the mortgaged premises, whether physically attached thereto or not, and it is agreed that

stricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, major beds, stoves and water heaters. All

gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without re-

said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat,

so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits thereof for

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

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

\*\*SEE DEFAULT RATE ON RIDER ATTACHED HERETO AND MADE A PART HEREOF

CITY OF CHICAGO

COUNTY OF COOK

AND STATE OF ILLINOIS, to wit:

and all of their estate, right, title and interest therein, situate, lying and being in the

Mortgagors by these presents CONVEY and WARRANT unto the Trustee, he or his successors and assigns, the following described Real Estate,

limitations of the above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and

parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

contained in this Trust Deed, in which event election may be made at any time after the expiration of said three days, without notice), and that all

or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement

become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal

at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall

or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that

per cent per annum, and all such payments being made payable to THE FIRST NATIONAL BANK OF LINCOLNWOOD

of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of

by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each

stomper paid, shall be due on the day of

day of each and every month thereafter until such time as the final payment of principal and interest, if not

on the day of

and

TRUST DEED (Mortgage)

FORM No. 206

September, 1975

LEGAL FORMS

GEORGE E. COLE

COOK COUNTY, ILLINOIS

1992 AUG 26 PM 3:00

27/81

# UNOFFICIAL COPY

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE FILED IN THE PUBLIC RECORDS.

**IMPORTANT**

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. **11383**

1. Mortgagees shall pay before any penalty attaches against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagees shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagees may desire to contest.

2. Mortgagees shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of money sufficient to pay the cost of replacing and repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the terms 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.

3. Mortgagees shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of money sufficient to pay the cost of replacing and repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the terms 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 hereinafter required of Mortgagees in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on behalf of Mortgagees. All monies paid for any of the purposes herein authorized from any tax sale or forfeiture affecting said premises or against any tax or assessment, including reasonable attorneys' fees, and any other monies advanced by Trustee or the holders of the note to protect the mortgagee's premises and the lien hereon, plus reasonable compensation to Trustee for each matter concerning holders of the note to protect the mortgagee's premises and the lien hereon, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of eight per cent per annum, fraction of a cent being in favor of the mortgagees, and shall be paid or accounted for to Trustee or holders of the note as soon as it is received or ascertained. Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter required of Mortgagees in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on behalf of Mortgagees. All monies paid for any of the purposes herein authorized from any tax sale or forfeiture affecting said premises or against any tax or assessment, including reasonable attorneys' fees, and any other monies advanced by Trustee or the holders of the note to protect the mortgagee's premises and the lien hereon, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of eight per cent per annum, fraction of a cent being in favor of the mortgagees, and shall be paid or accounted for to Trustee or holders of the note as soon as it is received or ascertained.

5. The Trustee or the holders of the note hereby secured making any payment hereunder 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 lien or claim therefor.

6. Mortgagees shall pay each item of indebtedness hereunder mentioned, both principal and interest, when due according to the terms hereof. At the election of the principal, and without notice to Mortgagees, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case of default shall occur and continue for three days in the performance of any other agreement of the Mortgagees herein contained.

7. When the indebtedness hereunder secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereon, 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 Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, court costs, expenses for documentary and expert evidence, stenographers' charges, publication costs and costs of sale, guarantee bonds, foreman's certificates, and other data and assurances with respect to title as Trustee or holders of the note may deem it 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. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall be accounted for and included in the sale proceeds. Trustee or holders of the note may, but need not, make any payment or perform any act hereinafter required of Mortgagees in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on behalf of Mortgagees. All monies paid for any of the purposes herein authorized from any tax sale or forfeiture affecting said premises or against any tax or assessment, including reasonable attorneys' fees, and any other monies advanced by Trustee or the holders of the note to protect the mortgagee's premises and the lien hereon, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of eight per cent per annum, fraction of a cent being in favor of the mortgagees, and shall be paid or accounted for to Trustee or holders of the note as soon as it is received or ascertained.

8. 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 liens which under the terms hereof constitute secured liens additional to that evidenced by the note hereby secured, and, third, all principal and interest remaining unpaid, fourth, any overplus to Mortgagees, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, 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 Mortgagees at the time of application for such receiver and without regard to the 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 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 for redemption, whether there be redemption or not, as well as during any further times when Mortgagees, except for the intervention of a 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 or in part of (1) the indebtedness secured hereby, or by any other instrument secured by this Trust Deed, 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.

10. No action for the enforcement of the lien of this Trust Deed 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.

11. Trustee or the holders 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, nor shall Trustee be obligated to record this Trust Deed or to exercise any power hereunder expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.

13. Trustee shall release this Trust Deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereon secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor Trustee, such successor Trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior Trustee hereunder or which conforms with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original Trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which conforms with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, or refusal or failure to act, the then Recorder of Deeds of the county in which the premises are situated shall be the second Successor in Trust, hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder. 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagees" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. **11383**

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 THE REVERSE SIDE (OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

92633717

THAT PART OF LOT 7 IN BLOCK 11 IN EGRWATER, A SUBDIVISION OF PARTS OF LOTS 2, 3  
AND 4 OF BILLY CALDWELL'S RESERVE, IN TOWNSHIP 40 AND 41 NORTH, RANGE 13, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF, RECORDED FEBRUARY 16, 1895, AS  
DOCUMENT NUMBER 2174831, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTHWESTLY TO A POINT  
10.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 7; THENCE EASTERLY TO THE  
SOUTHEAST CORNER OF SAID LOT 7; THENCE WESTERLY ON THE SOUTH LINE OF SAID LOT 7  
TO THE PLACE OF BEGINNING; ALSO, THAT PART OF LOTS 8 AND 9 IN AFORESAID

SUBDIVISION WHICH LIES NORTHEASTERLY AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED  
LINE:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 9, SAID POINT BEING  
120.00 FEET NORTHEASTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 9; THENCE  
NORTHWESTERLY ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 96 DEGREES, WITH THE  
SOUTHEASTERLY LINE OF SAID LOT 9, A DISTANCE OF 75.00 FEET; THENCE SOUTHERLY  
28.00 FEET TO A POINT, SAID POINT BEING 77.00 FEET NORTHWESTERLY OF THE  
SOUTHEASTERLY LINE OF SAID LOT 9, (MEASURED PARALLEL WITH THE LAST DESCRIBED  
LINE); THENCE SOUTHWESTERLY TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 8, SAID  
POINT BEING 153.10 FEET NORTHWESTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT 9,  
(MEASURED ON THE SOUTHERLY LINE OF SAID LOTS 8 AND 9); (EXCEPT THAT PART OF LOT

9, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 120.00 FEET NORTHEAST OF THE SOUTHEAST CORNER ON THE  
SOUTHEAST LINE OF LOT 9; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE TO  
THE LEFT OF 96 DEGREES WITH THE SOUTHEASTERLY LINE OF SAID LOT 9, A DISTANCE OF  
37.50 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT  
9 TO THE NORTH LINE OF LOT 9, THENCE SOUTHEASTERLY A DISTANCE OF 37.50 FEET ALONG  
THE NORTH LINE OF LOT 9 TO THE SOUTHEASTERLY LINE OF LOT 9, THENCE SOUTHWESTERLY  
ALONG THE SOUTHEASTERLY LINE OF LOT 9 A DISTANCE OF 30.00 FEET TO THE PLACE OF  
BEGINNING, AND EXCEPT THAT PART OF LOTS 7, 8 AND 9 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 7; THENCE SOUTHEASTERLY ALONG THE  
EASTERLY LINE OF LOT 8, A DISTANCE OF 10.09 FEET TO THE NORTHWEST CORNER OF LOT  
9; THENCE EAST ALONG THE NORTHERLY LINE OF LOT 9, A DISTANCE OF 8.40 FEET TO A  
POINT; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE TO THE RIGHT OF 96  
DEGREES WITH THE NORTHERLY LINE OF SAID LOT 9, A DISTANCE OF 28.45 FEET TO A  
POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 84  
DEGREES WITH THE LAST DESCRIBED LINE, A DISTANCE OF 37.70 FEET TO A POINT; THENCE

NORTHEASTERLY ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 92 DEGREES 29 MINUTES  
48 SECONDS WITH THE LAST DESCRIBED LINE, A DISTANCE OF 34.86 FEET TO A POINT;  
THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE TO THE RIGHT OF 89 DEGREES 51  
MINUTES 51 SECONDS WITH THE LAST DESCRIBED LINE, A DISTANCE OF 21.00 FEET TO THE  
POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11