

UNOFFICIAL COPY



TRUST DEED

92786103

771504

CFTC 13

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made **October 20, 1992** between **David A. Carlson and Rose M. Carlson, his wife,**

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 **\$23,689.03**

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 **\$29,772.00** including interest in instalments as follows: **36 payments at \$827.00**

Eight Hundred Twenty Seven and 00/100 Dollars or more on the **24th** day of **November 1992** and **Eight Hundred Twenty Seven and 00/100** Dollars or more on 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 **24th** day of **October 1995**.

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 **Cook** COUNTY OF **South Holland** AND STATE OF ILLINOIS, to wit:

Lot 265 in Chapman's Ninth Addition to Tulip Terrace, being a Subdivision of Lot 5 in Ander's Subdivision of all that part of the Northwest 1/4 of Section 26, Township 36 North, Range 14, East of the Third Principal Meridian lying North of the Center of Thorn Creek and the North Line of Grand Trunk Railroad in Cook County, Illinois.

29 26 108 009

17051 Greenwood Avenue
South Holland, Illinois 60473

DEPT. OF RECORDING 427.50
T31117 GRAN 2034 10/22/92 12:06:00
DEPT. OF RECORDING 30.00
T31117 GRAN 2034 10/22/92 11:06:00
COOK COUNTY RECORDER 786106

92786103

2300

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 entirety 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, inador 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 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 the hand and seal of Mortgagors the day and year first above written.

David A. Carlson

Rose M. Carlson

STATE OF ILLINOIS,

I, **Joseph Shane Boehning**

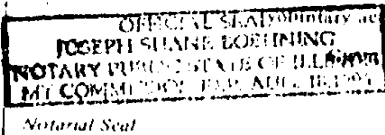
County of **Cook** } SS a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY

THAT **David A. Carlson and Rose M. Carlson,**
his wife,

who **are** personally known to me to be the same person **as** whose name **as** **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 **a** free and

solely for the uses and purposes therein set forth

under my hand and Notarial Seal this **20th** day of **October** 19 **92**.



Joseph Shane Boehning Notary Public

Hammond, Indiana 46224

7909 Chestnut

FBI

MAIL TO:

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

Assistant Secretary/Treasurer

CHICAGO TITLE AND TRUST COMPANY
Trustee

771904

FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER THE INSTRUMENT NOTED SECURED BY THIS
TRUST SHOULD BE FILED BY CHICAGO TITLE
AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST
DEED IS FILED FOR RECORD.

MAILED

Property

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep and premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for that 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 upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or building improvements now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in and premises except as required by law or municipal ordinance.

2. Mortgages 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 duplicate receipts and other documents which may be required by law or municipal ordinance.

3. Mortgages shall keep all buildings and improvements now or hereafter on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan so insured) 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 compliance with the provisions of the mortgage contract, and shall deliver all policies 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. Mortgages shall pay each item of indebtedness herein mentioned, when due according to the terms hereof, at the option of the holders of the note, and without notice to Mortgages, 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 immediately, less unearned charges, in the case of default in making payment of any installment on the note.

5. When the indebtedness hereby 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 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, and expenses which may be incurred by or on behalf of Trustee or holders of the note for a lawyer, the mortgagee, or any other person, and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the full amount of principal and interest on 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 during any further time when Mortgages, except for the usual intervention of such receiver, would be entitled to collect such taxes, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, preservation, 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: (a) The indebtedness secured hereby, or by mortgagee foreclosing this trust deed, or any tax, special assessment or other charges which may be or become due on the premises, or to pay any such debt, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency. No action for the enforcement of the note or of any provision hereof shall be subject to any defense which would not be good and available to the party intervening in an action thereon. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access therein shall be 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 validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct, or that of the agents or employees of Trustee, and it may require indemnities from Mortgages to protect itself from such liability.

11. Trustee shall release this trust deed and the lien thereon 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 a note, representing that all indebtedness hereby secured by such successor trustee may accept as the genuine note herein described, any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be placed thereon by a prior trustee hereunder designated as the maker hereof, and the release is requested of the original trustee and it has never been recorded, and which conforms in substance with the description herein contained of the note and which purports to be placed thereon by a prior trustee hereunder designated as the maker hereof, it may accept, as the genuine note herein described, any note which may be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be placed thereon by a prior trustee hereunder designated as the maker hereof, and which conforms in substance with the description herein contained of the note and which purports to be placed thereon by a prior trustee hereunder designated as the maker hereof.

12. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds of the county in which this instrument shall have been recorded or filed, in case of the resignation, inability or refusal to act of Trustee, if a then Recorder 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 Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the note or of any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "note" when more than one note is used.

14. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any act or service performed under any 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.