



UNOFFICIAL COPY

TRUST DEED

COOK COUNTY, ILLINOIS
1992 OCT 23 AM 10:56

92789248

92789248

771679

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 6, 1992, between JOHN W. KOCH and NORA H. KOCH, husband and 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 FORTY-ONE THOUSAND AND NO/100THS (\$41,000.00)

Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BEAKER~~ MICHAEL E. PECA AND JEAN PECA, as joint tenants with right of survivorship

and not as tenants in common, and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from the date hereof on the balance of principal remaining from time to time unpaid at the rate of ten (10%) percent per annum in instalments (including principal and interest) as follows:

THREE HUNDRED SIXTY and NO/100THS (\$360.00) Dollars or more on the 1st day of December 1992, and THREE HUNDRED SIXTY and NO/100THS (\$360.00) Dollars or more on the 1st 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 November, 2002. 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 to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of twelve (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 note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of MICHAEL E. PECA and JEAN PECA in said City,

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest 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 City of Chicago COUNTY OF

AND STATE OF ILLINOIS, to wit: LOT 43 IN ALVIN N. LANCASTER'S RESUBDIVISION OF THE EAST HALF OF BLOCK 3 IN COCHRAN'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 1047 N. WINCHESTER, CHICAGO, ILLINOIS 60622

P.I.N. 17-06-414-006

SEE RIDER ATTACHED

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, 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 for 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 S and seal S of Mortgagors the day and year first above written.

John W. Koch [SEAL] Nora H. Koch [SEAL]
JOHN W. KOCH [SEAL] NORA H. KOCH [SEAL]

STATE OF ILLINOIS,

I, ROBERT D. SILVESTRU

SS.

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOHN W. KOCH and NORA H. KOCH, husband and wife,

County of COOK

who are 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

OFFICIAL SEAL they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/1/93

Given under my hand and Notarial Seal this 6th day of October 1992.

Robert D. Silvestru Notary Public

Notarial Seal

73-17-725, D2, MEM

92789248

RECORDED

UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BOX NUMBER

BOX 333

3800 N. AUSTIN AVENUE
CHICAGO, ILLINOIS 60674

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

104 N. Winchester

MAIL TO:

ROBERT F. DI SILVESTRO

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

Identification No. 721629
CHICAGO TITLE AND TRUST COMPANY,
Trustee.
Assistant Secretary, Vice President

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

2. Mortgages shall pay before any party 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 therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter in 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 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 holder of the note, and in case of loss or damage, to Trustee or to the holder 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 hereunder, Trustee or the holder of the note may, but need not, make any payment or perform any act hereunder required of Mortgages 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 hereof, or redeem from any tax sale or forfeiture affecting said premises or content 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 holder of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee or holder of the note, shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note concerning which action 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-maturity rate set forth in the note, when paid or incurred by Trustee or holder of the note.

5. The Trustee or the holder 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 and may be paid or incurred by or on behalf of Trustee or holder of the note for a mortgagee's costs and charges (which shall not be a charge against the note) for recording the note or for recording the mortgagee's certificate, title insurance policy, title insurance certificate, and similar data and assurances with respect to the note or holder of the note may be deemed to be reasonably necessary either to protect or to evidence to creditors or bidders at any sale which may be had pursuant to such decree the true condition of the title to the property, and all expenses and charges 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 equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-maturity rate set forth in the note, when paid or incurred by Trustee or holder of the note in connection with (a) any proceeding, including 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 for any indebtedness hereof secured; or (b) preparations for the commencement of any suit for the foreclosure, a lien foreclosure or other action to enforce the note or to actually commence the same; 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.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any provision in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in the performance of any of the covenants hereof, or (b) when default shall occur and continue for three days in the making payment of any installment of principal or interest on the note, or (c) when default shall occur and continue for three days in the performance of any of the covenants hereof.

7. Where 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 expenses and charges which may be paid or incurred by or on behalf of Trustee or holder of the note for a mortgagee's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which shall not be a charge against the note) for recording the note or for recording the mortgagee's certificate, title insurance policy, title insurance certificate, and similar data and assurances with respect to the note or holder of the note may be deemed to be reasonably necessary either to protect or to evidence to creditors or bidders at any sale which may be had pursuant to such decree the true condition of the title to the property, and all expenses and charges 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 equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-maturity rate set forth in the note, when paid or incurred by Trustee or holder of the note in connection with (a) any proceeding, including 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 for any indebtedness hereof secured; or (b) preparations for the commencement of any suit for the foreclosure, a lien foreclosure or other action to enforce the note or to actually commence the same; 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 liens 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, with interest on the note, unpaid on the note; fourth, any overplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

9. 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 the filing of a bill to foreclose, without notice to the sovereignty or insolvency of Mortgages 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 of redemption, whether there be redemption or not, as well as during any further time when Mortgages, except for the redemption of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or appropriate to the lien hereof or of such decree, provided such application is made prior to the closing sale; (b) the deficiency in case of a sale and indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become a lien superior to the lien hereof or of such decree, provided such application is made prior to the closing sale; (a) 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 usual in such cases for the protection, possession, control, management and operation of the premises during the whole or part of the period of such receiver, and all other powers which may be necessary or appropriate to the lien hereof or of such decree, provided such application is made prior to the closing sale; (b) the deficiency in case of a sale and

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party holding same 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 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 signatures or of the identity, capacity, or authority, or of any of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to execute any power hereof 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 satisfactory to it before exercising any power hereof 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 at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing all its indebtedness hereby secured, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor Trustee, such successor shall be bound by the description hereof and shall not be permitted to place thereon any other description or to place thereon by a prior Trustee any other description, and where the release is requested of the original Trustee, and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described a note which may be executed by the persons herein designated as the makers thereof; and where the release is requested of the original Trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described a note which may be executed by the person 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 resignation, inability or refusal to act of Trustee, the then Recorder or 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.

15. 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" herein used shall include all such persons and all persons liable for the payment of the note used in this instrument shall be contracted to mean "notes" when more than one note is used.

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

92789248

RIDER ATTACHED TO AND FORMING A PART OF
NOTE AND TRUST DEED FOR PREMISES AT
1047 N. WINCHESTER AVENUE, CHICAGO, ILLINOIS

1. Any payment for interest and/or principal hereunder postmarked or hand-delivered later than the fifteenth (15th) day of a given month will be subject to a late charge of five percent (5%) of the amount of such payment, which, if unpaid, will be added to the unpaid balance. Mortgagors shall have the full privilege of prepaying any amount without penalty; provided, however, in the event Mortgagors shall desire to prepay any portion of the principal hereunder, Mortgagors shall prepay principal in accordance with the amortization schedule by prepaying one or more of the designated principal amounts in the order shown thereon.
2. Mortgagor covenants and agrees to pay to the Holder hereof on each principal and interest installment date, until the indebtedness secured by this Trust Deed is fully paid, an additional sum equal to 1/12th of the annual taxes and assessments levied against the premises, all as estimated by the Holder. Concurrently with the disbursement of the loan, Mortgagor shall deposit with the Holder an amount based upon the taxes and assessments so estimated by the Holder, for taxes and assessments on said premises on an accrued basis, for the period from January 1 succeeding the year for which all taxes and assessments have been paid, to and including the date of the first deposit as hereinabove required. All such deposits are to be held without any allowance for interest and are to be used for the payment of taxes and assessments on said premises next due.
3. Mortgagor agrees to maintain in reasonable companies approved by Seller, fire and extended insurance in an amount not less than replacement value with vandalism and malicious mischief coverage included. If Mortgagor fails to comply with these requirements, Holder may obtain such insurance and keep same in effect, and Mortgagor shall pay the premium cost thereof upon demand. At least ten (10) days prior to the expiration date of any such policy, Mortgagor shall furnish Holder with a paid receipt and certificate for such insurance for the next annual period.
4. Mortgagor agrees to maintain the building and land in a neat, attractive and clean condition, at all times during the time that Mortgagor is indebted to Holder hereunder.
5. While any portion of the indebtedness remains unpaid, Mortgagor shall not, without the prior written consent of Holder, permit a sale, conveyance, installment sale, assignment (including assignment of beneficial interest), transfer of any right, title or interest in and to said property or any portion thereof, to any person, firm, corporation or trust.
6. No failure or repeated failure on the part of Holder to enforce or to require strict and literal compliance by the Mortgagor with any one or more of the covenants and agreements of the Mortgagor contained herein, shall constitute or be deemed a waiver thereof, and no advance or prior notice shall be required as condition precedent to Holder's insistence upon and requirement that the Mortgagor keep, perform and comply with all such covenants and agreements.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

01/08/2009

UNOFFICIAL COPY 771879

7. The terms of this Rider are in addition to the other terms and provisions hereof, and wherever the terms of this Rider conflict with the terms of the Trust Deed attached hereto, the terms of this Rider shall control.

Dated at Chicago, this 6th day of October, 1992.

MORTGAGOR:

John W. Koch
JOHN W. KOCH
Nora H. Koch
NORA H. KOCH

Property of Cook County Clerk's Office

92789248

UNOFFICIAL COPY

Property of Cook County Clerk's Office

03/04/2014