

UNOFFICIAL COPY



TRUST DEED

772279

92872802

CTTC 13

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT made November 17, 1992 between Maywood Proviso State Bank as Trustee of Trust dated 10-30-78 known as Trust #4894

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, hereinafter 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 \$53,107.74

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 \$110,760.00 including interest in instalments as follows: 120 payments at \$923.00

Nine Hundred Twenty Three and 00/100***** Dollars or more on the 21st day of December 1992 and Nine Hundred Twenty Three 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 21st day of November 2002

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 Maywood AND STATE OF ILLINOIS, to wit:

Lots 15 and 16 in Block 177 in Maywood, in the North West 1/4 of Section 14, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

15 14 150 911

1608 S. 6th Avenue Maywood, Illinois 60153

DEPT. OF RECORDING 23.50
731111 TRAN 0861 11/20/92 12:45:00
601502 92-92-872802
COOK COUNTY RECORDER

92872802

92872802

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 unit or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, steps 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 mortgagor 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 purpose and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Law 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.

THIS TRUST DEED is executed by Maywood-Proviso State Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Maywood-Proviso State Bank hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Maywood-Proviso State Bank to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Maywood-Proviso State Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Maywood-Proviso State Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above-written.

MAYWOOD-PROVISO STATE BANK As Trustee as aforesaid and not personally,

By John P. Sternisha VICE PRESIDENT
Attest Gail Nelson ASSISTANT SECRETARY



772279

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that JOHN P. STERNISHA

Vice President of the Maywood-Proviso State Bank, and GAIL NELSON

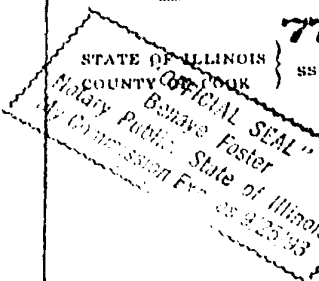
Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes herein set forth.

Given under my hand and Notarial Seal this 19th day of November 1992

Signature of Notary Public

Notary Public

23.50



□

PLACE IN ENVELOPE WITH THIS DOCUMENT

Hammond, Indiana 46324
7909 Chouteau

MAIL TO:

FHM

MAIL ROOM
MAY 10 1968



FOR DEPOSIT WITH THE REDEEMER AND FOR PAYMENT TO THE BENEVOLENT SOCIETY OF THE MORTGAGEE AND TRUSTEES COMPANY OF THE STATE OF ILLINOIS, CHICAGO, ILLINOIS. THIS INSTRUMENT IS FILED BY THE CLERK OF THE COURT OF THE HOUSE AND OF THE SENATE OF THE STATE OF ILLINOIS.

FOR RECORDING AND INDEXING PURPOSES
INSERT STICKER ADDRESS ABOVE
DESCRIBED PROPERTY HERE

Assistant Secretary/Treasurer
CHICAGO TITLE AND TRUST COMPANY

Identification No. 272279

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 said premises in good condition and repair, without notice, 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 incurred by or on behalf of the premises hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note, (d) comply with all requirements of law or municipal ordinance 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. 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 therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessments which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated 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 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 right 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 accrued 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 attorneys' fees, Trustee's legal appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated) and items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, foremen's certificates, and similar data and expenses 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.

6. The proceeds of the foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which do not conflict with the terms hereof; and third, interest secured in addition to that evidenced by the note, with interest thereon as herein provided, to all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgages, their heirs, legal representatives or assigns, as such a party may appear.

7. 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 sale, without notice, without regard to the sufficiency or insufficiency 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 said premises, during the pendency of such foreclosure suit and, in case of a sale and a deficiency, except for the full statutory period of redemption, whichever is longer, 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 receiver shall, from time to time, may authorize the receiver to apply the net income in his hands in payment or other lien which may be or become indebtedness secured hereby, or by any decree, order or any law, special assessment or other lien which may be or become superior to the lien hereof or of such decree, order or any law, special application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

8. 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 attempting same in an action at law on the note hereof.

9. 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.

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 of the signers of the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given exceptly 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 its agents, employees or Trustees, and it may require indemnities satisfactory to it before exercising any power herein given.

11. 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, produce and exhibit to Trustee the 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 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 original Trustee and which purports to be executed by the person herein designated as maker thereof.

12. Trustee may return by instrument in writing filed in the office of the Registrar of Titles in which this instrument shall have been recorded or filed, in case of the renunciation, ability or refusal to act of Trustee, the "Deed Recorder of Deeds of the County in which the premises herein designated as makers thereof.

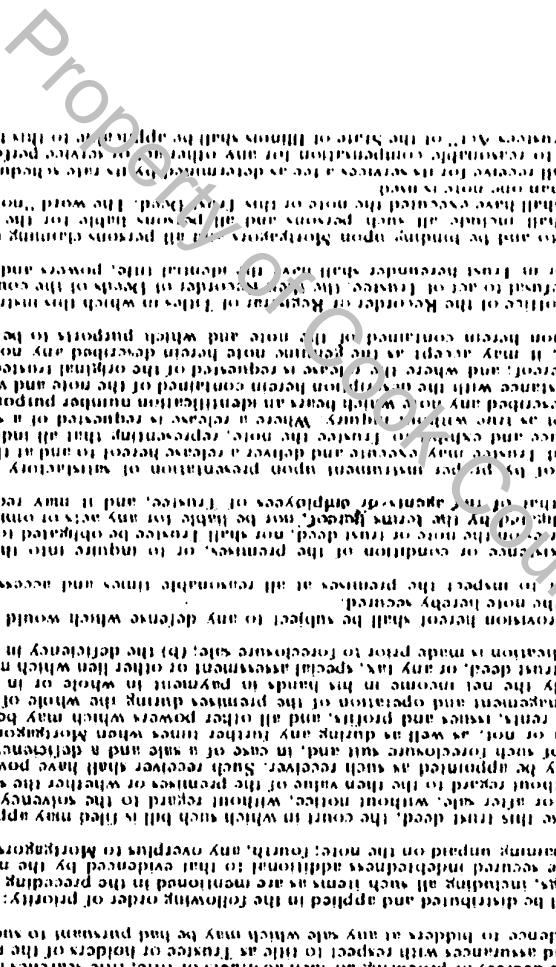
13. Trustee may return by instrument in writing filed in the office of the Registrar of Titles in which this instrument shall have been recorded or filed, in case of the renunciation, inability or refusal to act of Trustee, the "Deed Recorder of Deeds of the County in which the premises herein designated as makers thereof.

14. 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 indebtedness of any part thereof, whether or not such persons shall have executed the note of this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

15. 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 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 Trustee Act" of the State of Illinois shall be applicable to this trust deed.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

62527202



UNOFFICIAL COPY

Notarial Seal

Notary Public

Given under my hand and Notarial Seal this 19 day of

voluntary act, for the uses and purposes therein set forth.

signed, sealed and delivered the said instrument as

forgetting instrument, appeared before me this day in person and acknowledged that

who personally known to me to be the same person whose name subscribed to the

dated 10-30-78 known as Trust #4894

STATE OF ILLINOIS, County of Cook, a Notary Public in and for and residing in said County, in the State of Illinois, DO HEREBY CERTIFY THAT Maywood Proviso State Bank as Trustee of Trust #4894

Maywood Proviso State Bank as Trustee of Trust #4894

Property of Cook County Clerk

205555-006

1608 S. 6th Avenue

15 14 150 911

Section 14, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. Lots 15 and 16 in Block 177 in Maywood, in the North West 1/4 of

Now, THEREFORE, the Mortgages 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 Mortgages to be performed, 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:

Nine Hundred Twenty Three and 00/100 Dollars or more on the 21st day of December, 1992, and Nine Hundred Twenty Three 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 21st day of November xxx 2002

and delivered, in and by which said Note the Mortgages promise to pay the sum of \$110,760.00 including interest in installments as follows: 120 payments at \$923.00

evidenced by one certain Installment Note of the Mortgages of even date herewith, made payable as stated therein Dollars.

legal holder or holder being herein referred to as Holders of the Note, in the principal sum of \$53,107.74 THAT, WHEREAS, the Mortgages are justly indebted to the legal holders of the Installment Note hereinafter described, said Chicago, Illinois, herein referred to as TRUSTEE, witnesses:

herein referred to as "Mortgages," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Bank as Trustee of Trust dated 10-30-78 known as Trust #4894

THIS INSTRUMENT made November 17, 1992 19 between Maywood Proviso State

THE ABOVE SPACE FOR RECORDER'S USE ONLY

CTIC 13

072279

TRUST DEED



92872602

9 2 5 / 2 3 2 2

DEF. OF RECORDING FROM BKAT 11/20/92 11:11 AM 433,70

208-2-26

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be 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 the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon 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. 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 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 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 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. Mortgagors 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 Mortgagors, 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 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, title insurance 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.
6. 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, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, then heirs, legal representatives or assigns, as their rights may appear.
7. 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 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 of 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: (a) 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; (b) the deficiency in case of a sale and deficiency.
8. 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 interposing same in an action at law upon the note hereby secured.
9. 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.
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 of the note or trust deed, 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 its own gross negligence or misconduct or that of its agents or employees of Trustee, and it may require indemnity satisfactory to it before exercising any power herein given.
11. 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 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 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 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 any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.
12. 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 Registrar 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 Mortgagors, and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or 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 "notes" 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 a rate schedule in effect when the release 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.



MAJOR

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

MAIL TO: EBM
7909 Chestnut
Hammond, Indiana 46324

PLACE IN RECORDER'S OFFICE BOX NUMBER

Identification No. 772279
CHICAGO TITLE AND TRUST COMPANY, Trustee.
By: [Signature] Assistant Secretary/Assistant Vice President

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