

TRUST DEED **UNOFFICIAL COPY**

This is a correcting instrument for the purpose of showing Mortgagor's marital status.

This instrument corrects the Trust Deed recorded on September 23, 1992 as Document No. 92877285.

THE ABOVE SPACE FOR RECORDER'S USE ONLY

CTTC 7

THIS INDENTURE, made November 20, 1992, between

Alice Moy, a widow and not since remarried

herein referred to as "Mortgagors," and Jos. Cacciatore & Co., 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 One hundred fifty thousand and 0/100 (\$150,000.00)

Dollars.

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, incorporated herein by reference at interest and payable as stated therein, and maturing November 1, 2007

PROPERTY OF COOK COUNTY ILLINOIS
RECORDED
NOV 23 9 41 AM '92
92824268

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 Jos. Cacciatore & Co. 527 S. Wells Street, Chicago, Il 60607

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 Cook AND STATE OF ILLINOIS, to wit:

Lot 47 in Block 5 in Uhlich and Muhle's Addition to Chicago being a Subdivision of the East half of North East quarter (except the South half of the South half thereof) Section 28, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

PROPERTY ADDRESS: 2221 South Wentworth Avenue Chicago, Illinois 60616

P. I. N.: 17-28-203-009

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

TOGETHER with all improvements, tenements, assessments, 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 in 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 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.

(SEAL) Alice Moy (SEAL)
(SEAL) (SEAL)

STATE OF ILLINOIS,
County of Cook

I, Jos. M. Duscha
SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Alice Moy

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, before me this day in person and acknowledged that she is OFFICIAL SEAL, sealed and delivered the said instrument as her free and voluntary act, EARLY W. DUSCHA

Notary Public, State of Illinois, on this 20th day of November 1992.
My Commission Expires Oct. 31, 1998
Jos. M. Duscha Notary Public

14-02-942, D2 MEM

92824268

19. Upon an event of default (as that term is defined in the Note) hereunder or under the Note, then all unpaid indebtedness hereby secured shall without further notice become immediately due and payable at the option of the holders of the Note.
20. Any notice intended to be given pursuant to the terms hereof shall be in writing, and given in the manner as provided for in Section 3.18 of the Note.

1. Mortgages shall keep all buildings and improvements now or hereafter situated on and premises hereby provided for payment by the borrower...
2. Mortgages shall pay before any public auction, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to the Trustee or to holders of the Note duplicate records...
3. Mortgages shall pay before any public auction, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to the Trustee or to holders of the Note duplicate records...
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...
5. The Trustee or the holders of the Note hereby agreed making any payment hereby authorized relating to taxes or assessments may do so according to...
6. Mortgages shall pay or perform all obligations hereunder mentioned, both principal and interest, when due according to the terms hereof...
7. When the indebtedness hereof is used shall become due whether by acceleration or otherwise, holders of the Note or Trustee shall have the right to...
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...
9. Upon, or at any time after the filing of a bill to foreclose the mortgage, the Trustee or its successors or assigns, as its right may appear...
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...
11. Trustee or the holders of the Note shall have the right to inspect the premises at all times...
12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to cause the title to be examined or the...
13. Trustee shall release the trust deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness...
14. Trustee may accept as the general note herein described any note which may be presented and which conforms with the description herein...
15. The Trust Deed and all provisions hereof, shall stand and be binding upon Mortgagee and all persons claiming under or through Mortgagee...
16. The mortgagee hereby waives any and all rights of redemption from any and all mortgages or judgments, except those or judgments, requiring any interest in or title to the premises...
17. Before releasing this trust deed, Trustee or mortgagee shall require the borrower to execute a release of the premises as provided in Section 3.18 of the Note...
18. The provisions of the Trust and Trustee Act of the State of Illinois shall be applicable to the trust deed.

929242