



TRUST DEED  
Loan#41565-31  
770033

UNOFFICIAL COPY

92297881

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 24, 1992, between Jettie M. West

Marry But Separated

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 \$15,000.00

Fifteen Thousand Dollars-----00/00-- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to ~~XXXXXXXXXXXX~~ United Credit Union 4444 South Pulaski Rd. Chicago, Illinois 60632

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from April 24, 1992 on the balance of principal remaining from time to time unpaid at the rate of 11.00% per cent per annum in instalments (including principal and interest) as follows:

Three Hundred Thirty Dollars-----44/00-----Dollars or more on the 24th day of May 1992, and Three Hundred Thirty Dollars-----44/00 Dollars or more on the 24th 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 April 1997. 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 11.00% 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 United Credit Union in said City, Chicago, Illinois 60632 4444 S. Pulaski Rd.

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 2 in Anna Krassa's Subdivision of Lot 12 and the North 25 Feet of Lot 21 in Block 7 in Grant's Addition To Chicago said addition being a Subdivision of the Southwest 1/4 of the Northeast 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Located At:  
1515 S. St. Louis  
Chicago, Illinois 60623

This Document Prepared By:  
Edward J. Macha  
4444 S. Pulaski Rd.  
Chicago, Illinois 60632

92297881

Tax I. D. 16-23-224-005

\*\* See Riders pp1-5

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 thereon 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, mador beds, awnings, doors and window 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 five 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.

XX Jettie M. West [SEAL]

[Handwritten signature and seal]

STATE OF ILLINOIS, I, RONALD J. NAWROCKI, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jettie M. West Married but separated

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth

OFFICIAL SEAL  
RONALD J. NAWROCKI  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. SEPT. 26, 1993

24th day of April 1992  
[Signature] Notary Public

UNOFFICIAL COPY

CHICAGO TITLE AND TRUST COMPANY  
ASSISTANT SECRETARY

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.

**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.

The provisions of the "Trust and Trustee Act" of the State of Illinois shall be applicable to this trust deed.

10. 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 of the trust deed is made. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The word "note" shall mean the instrument which shall be conducted to mean "note" when more than one note is used.

11. 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 trust deed as are herein given Trustee.

12. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar 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, the then Recorder or Registrar of Deeds of the county in which this instrument shall have been recorded or filed, shall in writing designate as successor a person who shall be designated as successor herein.

13. Trustee shall have the right to inspect the premises at all reasonable times and access thereto shall be available to the party in possession of the premises in an action at law upon the note hereby secured.

14. Trustee shall have the right to examine the title, location, existence or condition of the premises, to inquire into the validity of the signature or of the authority of the signatories on the note or trust deed, not to be liable for any acts or omissions hereunder, 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 herein given.

15. 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, and all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor Trustee, such successor trustee may accept as the genuine note herein designated with the description herein contained of the original note, and it has never been executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the original note, and it has never been released or assigned, and which contains the 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 original note, and it has never been released or assigned, and which contains the identification number on the note described herein, it may accept as the genuine note herein designated as makers thereof.

16. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar 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, the then Recorder or Registrar of Deeds of the county in which this instrument shall have been recorded or filed, shall in writing designate as successor a person who shall be designated as successor herein.

17. Trustee shall have the right to inspect the premises at all reasonable times and access thereto shall be available to the party in possession of the premises in an action at law upon the note hereby secured.

18. Trustee shall have the right to examine the title, location, existence or condition of the premises, to inquire into the validity of the signature or of the authority of the signatories on the note or trust deed, not to be liable for any acts or omissions hereunder, 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 herein given.

19. 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, and all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor Trustee, such successor trustee may accept as the genuine note herein designated with the description herein contained of the original note, and it has never been released or assigned, and which conforms in substance with the description herein contained of the original note, and it has never been released or assigned, and which contains the identification number on the note described herein, it may accept as the genuine note herein designated as makers thereof.

20. 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 of the trust deed is made. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The word "note" shall mean the instrument which shall be conducted to mean "note" when more than one note is used.

21. 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 trust deed as are herein given Trustee.

22. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar 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, the then Recorder or Registrar of Deeds of the county in which this instrument shall have been recorded or filed, shall in writing designate as successor a person who shall be designated as successor herein.

23. Trustee shall have the right to inspect the premises at all reasonable times and access thereto shall be available to the party in possession of the premises in an action at law upon the note hereby secured.

24. Trustee shall have the right to examine the title, location, existence or condition of the premises, to inquire into the validity of the signature or of the authority of the signatories on the note or trust deed, not to be liable for any acts or omissions hereunder, 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 herein given.

25. 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, and all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor Trustee, such successor trustee may accept as the genuine note herein designated with the description herein contained of the original note, and it has never been released or assigned, and which conforms in substance with the description herein contained of the original note, and it has never been released or assigned, and which contains the identification number on the note described herein, it may accept as the genuine note herein designated as makers thereof.

68262784

UNITED CREDIT UNION

FIXED RATE BALLOON LOAN MORTGAGE

FINAL PAYMENT DUE IN 5 YEARS AND NEED NOT BE RENEWED

TRUST DEED RIDERS

RIDER #1

This loan will be repaid in accordance with a 5 year loan amortization schedule.

RIDER #2

BALLOON LOAN REPAYMENT

This loan is a Balloon Loan. Final payment is due, payable in full at the end of 5 years. You must repay the entire principal balance of the loan and unpaid interest then due. The lender is under no obligation to refinance the loan at that time. You will therefore be required to make payment out of other assets you may own, or you will have to find a lender willing to lend you the money at prevailing market rates, which may be considerably higher or lower than the interest rate on this loan. If you refinance this loan at maturity, you may have to pay some or all closing costs normally associated with a new loan, even if you obtain refinancing from us, UNITED CREDIT UNION.

RIDER #3

CHANGE OF OWNERSHIP

If the undersigned conveys, sells, transfers or assigns, or enters into an agreement to convey, sell, transfer or assign all or any part of such real estate, or any interest therein without the prior written consent of the holder hereof, excluding the following:

- A) The creation of a mortgage encumbrance against the real estate, which is subordinate to said mortgage;
- B) The grant of a leasehold interest of three years or less, not containing an option to purchase;
- C) A transfer by devise, or descent.

The holder hereof; at his option, may declare all sums due hereunder immediately payable.

.....  
INITIALS

UNOFFICIAL COPY

Property of Cook County Clerk's Office

**RIDER #4**

**ESCROW ACCOUNT**

The mortgagor(s) shall pay and deposit with the legal holder of the fixed rate installment note on a monthly basis (1/12) one twelfth of the real estate taxes attributable to this property based upon the most recent ascertainable real estate tax bill. In addition the mortgagor(s) shall pay and deposit (1/12) one twelfth of all required insurance premium(s) relating to this loan. All escrow account monies shall be held by UNITED CREDIT UNION in a dividend bearing account for the benefit of the mortgagor(s) at the same rate and terms as applicable for the regular share savings account.

**RIDER #5**

**SECURITY FOR OTHER INDEBTEDNESS**

**PROTECTION OF LEGAL HOLDER'S SECURITY** - If mortgagor(s) fails to perform the covenants and agreements contained in this mortgage or if any action or proceeding(s) is commenced which materially affects legal holder's interest in the property, including but not limited to eminent domain, insolvency, code enforcement, "Civil or criminal forfeiture proceedings pursuant to the United States Code, as amended from time to time," arrangements, or proceedings involving a bankruptcy or decedent, then at legal holder's option, upon notice to mortgagor(s) may make such appearances, disburse such sums and take such action as is necessary to protect legal holder's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the property to make repairs.

If legal holder required mortgage insurance as a condition of making the loan secured by this mortgage, mortgagor(s) shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with mortgagor(s) and legal holder's written agreement or applicable law. Mortgagor(s) shall pay the amount of all mortgage insurance premiums in the manner provided herein.

Any amounts disbursed by legal holder pursuant in this paragraph with interest thereon, shall become additional indebtedness of mortgagor(s) secured by this mortgage. Unless mortgagor(s) and legal holder agree to other terms of payment, such amounts shall be payable upon notice from legal holder to mortgagor(s) requesting payment thereof and shall bear interest from the date of disbursement at the rate payable from time to time on the outstanding principal balance under the terms and conditions of this note, unless payment of interest at such rate would be contrary to applicable law in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require legal holder to incur any expense or take any action hereunder.

\_\_\_\_\_ *MW*

**RIDER #6**

**FUTURE ADVANCES**

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

9 2 2 9 7 8 8-770033

Upon request of mortgagor(s), legal holder at its option may prior to release of this mortgage, may make future advances to mortgagor(s). Such future advances with interest thereon, shall be secured by this mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the additional sums of money advanced exceed (1/2) one-half of the principal amount secured by this mortgage.

## RIDER #7 LOAN RATE CHANGE

At no time during the original mortgage period or any subsequent renewals, the interest rate charged will not exceed 25.00% A.P.R. per annum.

## RIDER #8 ASSIGNMENT

It is expressly understood and agreed that the holder may assign this installment note for value to a third party.

## RIDER # 9 MONTHLY PAYMENTS SUBMITTED - "MATURITY DATE"

"Monthly payments submitted in funds not available until collected shall continue to bear interest until collected. If monthly payment becomes due and payable on a Saturday, Sunday or legal holiday under the laws of the United States of America and/or the State of Illinois, the due date of said monthly payment shall be extended to the next succeeding business day, and interest shall be payable at the rate specified during such extension.

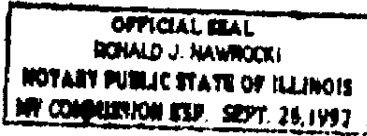
Witness the hand \_\_\_\_\_ and seal \_\_\_\_\_ of Mortgagor(s) the day and year first above written.

XX Jettie M. West (SEAL) \_\_\_\_\_ (SEAL)  
Jettie M. West (SEAL) \_\_\_\_\_ (SEAL)

STATE OF ILLINOIS

County of Cook

I, Ronald J. Nawrocki a Notary Public in and for and residing in said county of Cook, in the State of Illinois, DO HEREBY CERTIFY THAT Jettie M. West Married but Separated who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.



Given under my hand and Notarial Seal this 14 Th day of April 19 92.

Notarial Seal

Ronald J. Nawrocki Notary Public

UNOFFICIAL COPY

Property of Cook County Clerk's Office

