

UNOFFICIAL COPY



TRUST DEED

92393739

RA 770345

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 20 19 92 between JAMES L. WEBSTER and JANICE WEBSTER, 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 holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

FIFTEEN THOUSAND AND NO/100 (\$15,000.00)----- DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER The Richard G. Schoenstadt Pension-Plan and Trust and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on demand with interest thereon from April 20, 1992 until maturity at the rate of prime* per cent per annum, payable semi-annually on the day of and of on demand in each year; all of said principal and interest bearing interest after maturity at the rate of prime* per cent 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 Richard G. Schoenstadt, Trustee, 10 East Huron, Chicago, Illinois 60611 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 Cook AND STATE OF ILLINOIS, to wit:

LOT 10 AND NORTH 10 FEET OF LOT 11 IN BLOCK 5 IN S.E. GROSS BLVD. ADDITION TO CHICAGO A SUBDIVISION IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

250

* as that term is defined in the Note which is secured by this Junior Trust Deed.

COOK COUNTY CLERK

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which, with the property hereinafter described, is referred to herein as the "premises." P. I. N. 13-23-16-227 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 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 hands and seals of Mortgagors the day and year first above written.

[Signature] (SEAL) JAMES L. WEBSTER

[Signature] (SEAL) JANICE WEBSTER

STATE OF ILLINOIS, } I, MARK WILCOX } SS. a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook James L. Webster and Janice Webster.

who are personally known to me to be the same person s whose names are subscribed to the " OFFICIAL for said instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 2/22/94 Given under my hand and Notarial Seal this 20th day of April, 19 92.

[Signature] Notary Public

PLACE IN REORDER'S OFFICE BOX NUMBER

UNOFFICIAL COPY

Chicago, Illinois 60618

Chicago, Illinois 60611

10 East Huron

Richard G. Schoenstadt

Stegel, Moses, Schoenstadt & Webster

3744 North Harding

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

MAIL TO:

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE PRINCIPAL 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!

By *[Signature]*
CHICAGO TITLE AND TRUST COMPANY, Trustee
Assistant Vice President

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17. See Rider attached hereto and made a part hereof as if fully set forth herein. This trust deed is subject to the provisions of the Trust and Trustee Act of the State of Illinois which shall be applicable to this trust deed...

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RIDER ATTACHED TO AND MADE A PART OF THAT CERTAIN
JUNIOR TRUST DEED DATED APRIL 20, 1992, BETWEEN
JAMES L. WEBSTER AND JANICE WEBSTER ("MORTGAGORS")
AND CHICAGO TITLE AND TRUST COMPANY ("TRUSTEE")

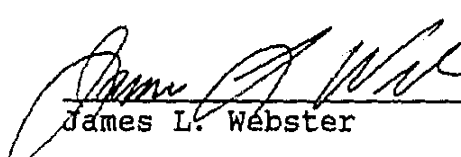
18. In the event of any inconsistencies between the terms of this Rider and the printed form to which this Rider is annexed, the terms of this Rider shall prevail.

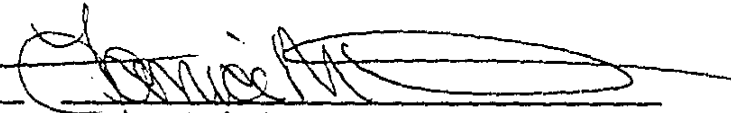
19. In the event of any sale, conveyance, transfer or assignment of all or any portion of (a) title to the premises; or (b) the beneficial interest of any title-holding land trust which holds legal or equitable title to the premises, the entire outstanding indebtedness hereby secured shall, at the election of the Trustee or Holders of the Note secured hereby, become immediately due and payable.

20. Any notice to mortgagors provided for in this Junior Trust Deed shall be given by mailing such notice by certified mail, return receipt requested, postage prepaid, addressed to Mortgagors at the address of the premises or such or other address as the Mortgagors may designate by notice to the Holders of the Note as provided herein. Any notice to the Holders of the Note shall be given by certified mail, return receipt requested, postage prepaid to the address of the Holders of the Note may designate by notice to the Mortgagors as provided herein. Any notice provided for in this Junior Trust Deed shall be deemed to have been given to Mortgagors or to the Holders of the Note when given in the manner designated herein.

21. Upon Mortgagors' breach of any covenant or agreement of Mortgagors in this Junior Trust Deed, including the covenants to pay when due any sums secured by this mortgage, the Holders of this Note prior to acceleration shall mail notice to Mortgagors as provided in Paragraph 20 above specifying: (a) the breach; (b) the action required to cure such breach; (c) a date, not less than fifteen (15) days from the date the notice is mailed to Mortgagors, by which such breach must be cured; and (d) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Junior Trust Deed, foreclosure by judicial proceeding and sale of the premises. If the breach is not cured on or before the date specified in the notice, the Holders of the Note, at their option may declare all of the sums secured by this Junior Trust Deed to be immediately due and payable without further demand and may foreclose this Junior Trust Deed by judicial proceeding. The Holders of the Note shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of any document or evidence, abstracts and title reports.

22. If any clause or provision of this Junior Trust Deed is determined to be void or otherwise unenforceable, it shall not invalidate or affect the enforceability of the remaining provisions hereof and this Junior Trust Deed shall remain in effect.


James L. Webster


Janice Webster

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