



TRUST DEED

UNOFFICIAL COPY

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CTTC 13

THE ABOVE SPACE FOR RECORDER'S USE ONLY

93 05/73/

THIS INDENTURE, made MAY 26 19 93, between ROBERT M. ATKINS,

SINGLE,

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, with legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

10,426.61 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 10,426.61 including interest in instalments as follows:

364.00 Dollars or more on the 1st day

of JULY 19 93, and 364.00 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 1st day of JUNE 19 96.

NOW, THEREFORE, the Mortgagors to secure the payments 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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 22 IN BLOCK 12, IN ROSE PARK, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P. I. N.: 13-13-320-033

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COOK COUNTY RECORDER

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 by a party 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, inlaid 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 unto 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.

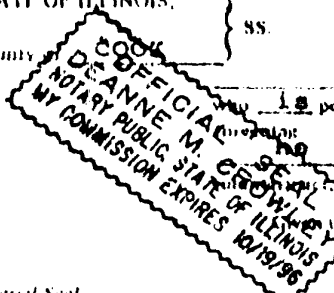
ROBERT M. ATKINS [SEAL] [Signature]

STATE OF ILLINOIS,

I, DEANNE M. CROWLEY

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROBERT M. ATKINS

County of Cook, Illinois, is personally known to me to be the same person whose name is subscribed to the instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.



26th day of MAY 19 93

[Signature] DEANNE M. CROWLEY, Notary Public

Notarial Seal

F. 2033 Trust Deed - Individual Mortgagor - Secures One Instalment Note with Interest Included in Payment

TRM REAL ESTATE
2100 MANCHESTER RD.
SUITE #105D
MILWAUKEE, WISCONSIN

MAIL TO:

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

X

FOR THE PROTECTION OF BOTH THE MORTGAGEE AND
LENDER THE INSTANT NOTE SECURED BY THIS
TRUST DEED SHOULD BE RECORDED BY THE CHICAGO TITLE
AND TRUST COMPANY, TRUSTEE HEREIN FOR RECORD

CHICAGO TITLE AND TRUST COMPANY
Assistant Secretary/Assistant Trustee

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Property

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or 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 an insured under policies providing for payment by the insurance company of money sufficient to pay the cost of repairing or replacing the same or to pay in full the indebtedness of the mortgagor; (b) keep and premises in good condition and repair, without water, and free from mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay within due any indebtedness which may be secured by a lien or charge on 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) complete within a reasonable time any building or building now or hereafter in process of erection upon and premises, to comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (e) make no material alterations and premises except as required by law or municipal ordinance.

2. Mortgages shall pay and pay any and all general taxes, special assessments, water charges, sewer 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 on her part, in the manner provided by statute, any tax assessment 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 an insured under policies providing for payment by the insurance company of money sufficient to pay the cost of repairing or replacing the same or to pay in full the indebtedness of the mortgagor; (b) keep and premises in good condition and repair, without water, and free from mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay within due any indebtedness which may be secured by a lien or charge on 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) complete within a reasonable time any building or building now or hereafter in process of erection upon and premises, to comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (e) make no material alterations and premises except as required by law or municipal ordinance.

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 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 debt 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, and other expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for the purpose of carrying out the duties of Trustee or holders of the note. In addition, there shall be included as additional indebtedness in the debt for sale all expenses 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, and other expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for the purpose of carrying out the duties of Trustee or holders of the note.

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 liens and claims which are mentioned in the preceding paragraph hereof; second, all other liens and claims which are mentioned in the preceding paragraph hereof; third, any principal and interest remaining unpaid on the note; fourth, any overplus to Mortgages, their heirs, legal representatives or assigns as their rights may appear.

7. Upon or at any time after the filing of a bill to foreclose the court in which such bill is filed may appoint a receiver of and Mortgages at the time of application for such receiver and without regard to the solvency or insolvency of and Mortgages. Such appointment may be made either before or after sale, without notice, without regard to the solvency 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 full maturity period of redemption, whether there be redemption or not, as well as during any further time when Mortgages, except for the purpose of redemption 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 or in part of (a) the period from time to time may authorize the receiver to apply the net income in his hands to 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 a lien on 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 note or of any provision hereof shall be subject to any defense which would not be good and available to the party intervening same in an action brought 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 mortgages or the identity, capacity, authority of the agents of the agents of mortgagee or mortgagor, or that of the agents of mortgagee or mortgagor, except in case of its own gross negligence or misconduct, or that of the agents of mortgagee or mortgagor, and it may require indemnities satisfactory to it before exercising any power hereunder.

11. Trustee shall release this Trust Deed and the hereof, 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 or refuse without inquiry. Where a release is requested of a mortgagee or Trustee, such mortgagee or Trustee may accept or refuse without inquiry 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 person hereunder designated as the maker thereof, and may accept or refuse the genuine note herein described any note which may 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 person hereunder designated as the maker thereof, it may accept or refuse the genuine note herein described any note which may 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 person hereunder designated as the maker 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 of Deeds of the county in which this instrument is recorded shall be Successor in Trust hereunder, and 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 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 note, "note" when used in this instrument shall be construed to mean "note" 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 its 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.

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