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UNOFFICIAL COPY

TRUST DEED (ILLINOIS)

(Monthly payments including interest)

RECORDING \$23.50
#8888 TRAN 5087 07/08/93 08:49:00
#2605 # 522771
COOK COUNTY RECORDER

The Above Space For Recorder's Use Only

THIS INDENTURE, made July 9 19 92, between Richard W. Bradford and Diana A. Bradford his wife, as joint tenants herein referred to as "Mortgagors," and Robert L. Soltis

herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Fidelity Financial Services, Inc. 9944 S. Roberts RD. Palos Hills, IL 60465

and delivered, in and by which note Mortgagors promise to pay the principal sum of 7015.57 Dollars, and interest from Seven Thousand Fifteen & 57/100 on the balance of principal remaining from time to time unpaid at the rate as provided in note of even date, such principal sum and interest to be payable in installments as follows: One Hundred Eighty-nine & 61/100 (189.61) Dollars on the 14th day of Aug 19 92, and One Hundred Eighty-nine & 61/100 (189.61) Dollars on the 14th day of each and every 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 14th day of Aug 19 95

at the rate as provided in note of even date, the portion of each of said installments and all such payments being made payable to Holder of Note or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice, and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY and WARRANT unto the Trustee, its or his 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 COOK COUNTY OF ILLINOIS, to wit: The Lot 43, in cricket hill subdivision, being a subdivision of part of the West 1/2 of the Northwest 1/4 of section 21, township 35 north, range 13, east of the third principal meridian, in Cook county, Illinois, the plat of which was recorded November 15, 1981 in the office of the recorder of deeds of Cook county, Illinois, as Document Number 21711420, in Cook County, Illinois P.I.N.# 31-21-105-002

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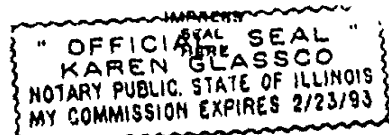
which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) Richard W Bradford Diana A Bradford

State of Illinois, County of Cook, I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard Bradford and Diane Bradford his wife as joint tenants



personally known to me to be the same person whose name are subscribed to the foregoing 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 set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 9th day of July 19 92, Karen Glassco Notary Public

This instrument was prepared by Jean Oconnell 9944 S. Roberts RD. Palos Hills, IL 60465

MAIL TO: Fidelity Financial Services, Inc. 9944 S. Roberts Rd. Palos Hills, IL 60465 ADDRESS: 829 Harvard Matteson, IL 60443 CITY AND STATE ZIP CODE (Name) (Address) DOCUMENT NUMBER 123.50

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

IMPORTANT

The installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____

13. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagee" when used herein shall include all such persons and all persons at any time liable for the payment of or through the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

14. Trustee may resign 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 death, resignation, inability or refusal to act of Trustee.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein unless expressly obligated by the terms hereof, nor be held liable for any act or omission committed for that purpose.

10. No action for the enforcement of the lien of this Trust Deed 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 at law upon the note hereby secured.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint 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 Mortgagee 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 maturity of such receiver, whether there be redemption or not, as well as during any further time when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other power 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: (1) 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; (2) the deficiency in case of a sale, and deficiency.

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 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 in addition to that evidenced by the note hereby secured; and, third, legal representatives or assigns as their rights may appear.

7. When the indebtedness hereby secured shall become due whether by the terms of the note or Trustee shall have the right to foreclose by the law otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the law of Illinois for the enforcement of a mortgage. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness, all expenses, including attorneys' fees, appraisers' fees, and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for detection of the enforcement of a mortgage. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall be borne so much additional indebtedness secured hereby and payable with interest thereon at the rate of seven per cent per annum, which said indebtedness shall be secured by Trustee or holders of the note, in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of the parties hereto is a party, or the commencement of any suit for the enforcement of this Trust Deed or any indebtedness hereby secured; or (b) preparation for the commencement of any suit for the foreclosure hereof after accruing of such right to foreclose whether or not actually commenced; or (c) proceedings for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced; or (d) any other suit or proceeding which might affect the premises or the security hereof.

6. Mortgagees shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holder of the principal note, and without notice to Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case of default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.

5. The Trustee or the holders of the note hereby secured making any payment hereof shall be authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public authority without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

4. In case of default hereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter required of Mortgagee. In any event, Trustee or the holders of the note may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any; and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or forfeiture affecting said premises or interest thereon, or any other lien or title or claim thereon, or any other matter concerning the note or the premises hereon, including reasonable attorneys' fees, and any other money advanced by Trustee or the holders of the note to protect the mortgagee's interest in the premises hereon, and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum, in addition to the principal of the note shall never be considered as a part of any right accruing to them on account of any default hereunder on the part of Mortgagee.

3. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance company of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in company satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee or 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.

2. Mortgagee 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 the original or duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay, in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

1. Mortgagee shall: (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance company of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in company satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee or 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.

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 THE REVERSE SIDE OF THIS TRUST DEED AND WHICH FORM A PART OF THE TRUST DEED WHEREIN THESE BEGINS:

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