

UNOFFICIAL COPY

TRUST DEED

93585853

DEPT-01 RECORDING \$25.50
190000 TRAN 2822 07/28/93 15:30:00
\$5869 \$ ** 93-585853
COOK COUNTY RECORDER

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made JULY 27, 19 93, between ROBERT P. SAUSER

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 Lender in the principal sum of \$23,013.50 TWENTY-THREE THOUSAND dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to the Lender THIRTEEN AND 50/100.

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from AUGUST 2, 1993 on the balance of principal remaining from time to time unpaid at the rate referenced in above referenced Installment Note of the Mortgagors in installments (including principal and interest) as follows: \$357.32 (THREE HUNDRED FIFTY-SEVEN AND 32/100.) Dollars or more on the 2ND day

of SEPTEMBER 19 93, and \$357.32 (THREE HUNDRED FIFTY-SEVEN AND 32/100) Dollars or more on the 2ND 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 2ND day of AUGUST 2003. All such payments on account of the indebtedness evidenced by said note to be applied to accrued interest charges to the date of payment and then to the unpaid Principal Balance, and all of said principal and interest being made payable to Lender.

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, to wit: lying and being in the Village of Crestwood COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

PARCEL 1:

UNIT NO. 1110, IN THE SANDPIPER SOUTH CONDOMINIUM, UNIT NO. 5 AS DELINEATED ON SURVEY OF LOTS 10 AND 11 IN SANDPIPER SOUTH UNIT NO. 4, SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (HEREINAFTER REFERRED TO AS PARCEL), WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY BEVERLY BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 22, 1972, KNOWN AS TRUST NUMBER 8-4011, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 2367437 TOGETHER WITH AN UNDIVIDED .0206 PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN DECLARATION OF EASEMENTS MADE BY BEVERLY BANK AS TRUSTEE UNDER TRUST NO 8-4011, RECORDED DECEMBER 12, 1973 AS DOCUMENT NUMBER 22570315 AND SUPPLEMENTED BY DOCUMENT NUMBER 22570315 AND AS CREATED BY DEED FROM BEVERLY BANK TRUST NO. 8-4011 TO ROBERT P. SAUSER AND DOREE L. BARNINGS FOR THE PURPOSES OF PASSAGE, USE AND ENJOYMENT, INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

29551309

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.

X Robert P. Sauser [SEAL] [SEAL]
ROBERT P. SAUSER [SEAL] [SEAL]

STATE OF ILLINOIS.

County of DUPAGE

SS. I, JEFFERY S. OVERTON
a Notary Public in and for and residing in said County, State of Illinois, DO HEREBY
CERTIFY THAT ROBERT P. SAUSER

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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

OFFICIAL SEAL
JEFFERY S. OVERTON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/19/94

Under my hand and Notarial Seal this 27TH day of JULY 19 93

Notarial Seal

Notary Public

Trust Deed - Individual Mortgagor - Secure - Installment Note with Interest included in Payment.

2556

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 THE REVERSE SIDE OF THIS TRUST DEED:

- Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Lender; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagors shall pay before any penalty attaches ad 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 Lender duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorms (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Lender, under insurance policies payable in case of loss or damage, to Trustee for the benefit of the Lender, 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 Lender, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default therein, Trustee or the Lender may, but need not, make any payment or perform any act heretofore required of Mortgagors in any form and manner deemed expedient, and 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 thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the Lender to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized by be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. Moneys of Trustee or Lender shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- The Trustee or the Lender hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, lien, forfeiture, tax lien or title or claim thereof.
- Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Lender, and without notice to Mortgagors, 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 (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Lender 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 decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Lender for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and cost (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or Lender may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become to much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or Lender in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof aites accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 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 additional to that evidenced by the note, with interest thereon as herein provided, third all principal and interest remaining unpaid on the note, fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill 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 Mortgagors 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 statutory period of redemption, whether there be redemption or not, as well as during any further term when Mortgagors, except for the intervention of such receiver, shall 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 of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in 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 superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; or the deficiency in case of a sale and deficiency.
- 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 party interposing same in an action at law upon the note hereby secured.
- Trustee or the Lender shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given which is expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnity satisfactory to it before exercising any power herein given.
- Trustee shall release this trust deed and the lien thereof 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 as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the note for note herein described 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 persons herein designated as the makers thereof, and where a release is requested of the original trustee and it has never placed its 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 note and which purports to be secured by the persons herein designated as makers thereof.
- 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 the premises are situated shall be Successor in Trust. Any Successor to Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
- 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 Uniform Trustee Act of the State of Illinois shall be applicable to this trust deed.

93585853

IN WITNESS WHEREOF, I, THE TRUSTEE, HAVE HEREIN SET MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 20____.

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

Identification No. _____

CHICAGO TITLE AND TRUST COMPANY, Trustee

By _____ Trust Officer

MAIL TO: P.V. PO BOX 5277 WOODRIDGE, IL. 60517

PLACE IN RECORDER'S OFFICE BOX NUMBER _____

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

5239 James Lane

Crestwood, Illinois 60445

NOTARY PUBLIC STATE OF ILLINOIS
JEFFREY S. OVERTON
OFFICIAL SEAL
MY COMMISSION EXPIRES 4/19/94

Under my hand and Notarial Seal this 27TH day of JULY 19 93

Notary Public

STATE OF ILLINOIS, County of DUPAGE
I, JEFFREY S. OVERTON, a Notary Public in and for the County of Dupage, Illinois, do hereby certify that ROBERT P. SAUSER is personally known to me to be the same party who is personally known to me to be the same party as the person and acknowledged that he signed, sealed and delivered the foregoing instrument as his own and acknowledged that he subscribed to it for the uses and purposes therein set forth.

WITNESS the hand and seal of Notary on the day and year first above written.

ROBERT P. SAUSER

TO HAVE AND TO HOLD the premises unto the said Trustee, his successors and assigns, forever, for the purpose, 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.

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 fixtures, including the following: recessed, window shades, room doors and windows, floor coverings, radiator, beds, awning, towel and water heaters, gas, air conditioning, water, light, power, refrigeration (whether built in or centrally controlled), and ventilation, including (without limitation) all apparatus, equipment or articles now or hereafter installed thereon or thereon used to supply heat, steam, hot water or other energy for the use of the premises, shall be considered as fixtures and shall be included in the premises.

TOGETHER with all improvements, tenants, 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 co-equally with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter installed thereon or thereon used to supply heat, steam, hot water or other energy for the use of the premises, which, with the property hereinafter described, is referred to herein as the "premises."

Permanent tax number: 28-04-301-105-1039

COMMONLY KNOWN AS: 5239 James Lane, Crestwood, Illinois 60445

SEE EXHIBIT "A" ATTACHED

DEPT-01 RECORDING 425.50
 1:0000 TRAM 2823 07/28/93 15:50:00
 * - 93 - 885853
 * - 93 - 885853
 COOK COUNTY RECORDER
 THE ABOVE SPACE FOR RECORDER'S USE ONLY

TRUST DEED
 93858533

THIS INSTRUMENT, made JULY 27, 19 93, between ROBERT P. SAUSER

