

UNOFFICIAL COPY



TRUST DEED

THIS INSTRUMENT PREPARED BY: SANDI BULMASH 6332 N CENTRAL PARK AVE CHICAGO, IL, 60659

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made JULY 30 19 93, between WIDERE-CH RECORDINGS T\$0011 TRAM 6148 08/03/93 15:40:00 \$1486 * -93-607493 \$25.50

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 Note hereinafter described, said legal holder of holders being herein referred to as "Holders of the Note," TWELVE THOUSAND NINE HUNDRED ONE DOLLARS AND SEVENTY SEVEN CENTS

[X] in the Total of Payments of \$ 12,901.77, or [] in the Principal Amount of Loan of \$, together with interest on unpaid balances of the Principal Amount of Loan at the Agreed Rate of Finance Charge Per Year set forth in the Note,

evidenced by one certain Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER, the last payment to fall due on SEPTEMBER 4, 1996. It is the intention hereof to secure the payment of the total indebtedness of Mortgagors to the Holders of the Note, within the limits prescribed herein.

NOW, THEREFORE, the Mortgagors to secure the payment of the said indebtedness in accordance with the terms, provisions and limitations of this trust deed, and also to secure the repayment of any and all future advances and sums of money which may from time to time hereafter be advanced or loaned to Mortgagors by the Holders of the Note, provided however, that the principal amount of the outstanding indebtedness owing to the Holders of the Note by Mortgagors at any one time shall not exceed the sum of \$200,000.00, and also to secure 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: COOK COUNTY RECORDER

THAT PART OF LOTS 1 AND 2 IN BLOCK 1 IN BRUMMEL & CASE HOWARD TERMINAL ADDITION IN THE NORTHWEST 1/4 SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE WEST ON THE NORTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF MULFORD STREET, A DISTANCE OF 55.09 FEET, THENCE SOUTH AT RIGHT ANGLES TO SAID MULFORD STREET ALONG THE CENTER LINE OF A PARTY WALL AND SAID CENTER LINE EXTENDED NORTH, A DISTANCE OF 35.96 FEET TO THE CENTER OF A PARTY WALL RUNNING TO THE EAST; THENCE EAST ON THE CENTER OF SAID PARTY WALL 1.39 FEET TO THE CENTER LINE OF A PARTY WALL RUNNING TO THE SOUTH; THENCE SOUTH ON THE CENTER LINE OF SAID PARTY WALL AND SAID PARTY WALL EXTENDED SOUTH, A DISTANCE OF 30.78 FEET TO THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 30.78 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE EAST ON THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 54.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2;

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, emements, 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 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 units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, 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.

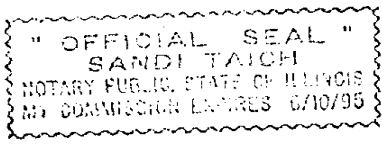
WITNESS the hand and seal of Mortgagors the day and year first above written. 93607493 WILLIE SHAW (SEAL) (SEAL) (SEAL)

STATE OF ILLINOIS } I, SANDI TAICH } County of COOK } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT WILLIE SHAW

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 30 day of July 19 93 Sandi Taich Notary Public

Notarial Seal



25.50

FOR RECORDERS INDEX PURPOSES
INSURE STREET ADDRESS ABOVE
DESCRIBED PROPERTY HERE
700 Malford
Evanston, Ill., 60202

MAIL TO: Chicago Title and Trust Company
ATTN: Note Identification Dept.
171 N. Clark Street
Chicago, Ill., 60601

CHICAGO TITLE AND TRUST COMPANY
BY *[Signature]*
Assistant Secretary/Assistant Vice President

FOR THE PROTECTION OF BOTH THE BORROWER AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD

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 its loan so insured under policies providing for payment by the insurance companies 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 compliance with applicable provisions of 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. Mortgages 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 duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which may be levied or assessed against the premises.

3. Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which may be levied or assessed against the premises.

4. In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter required of Mortgages 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 thereon, or redeem from any tax sale or foreclosure affecting said premises and the lien hereof, plus reasonable compensation to Trustee for each matter authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Trustee or holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning this trust deed, if any, otherwise the premium rate set forth in the note shall not be reduced or otherwise affected.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may be deemed to be a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, at the option of the holders of the note, and without notice to Mortgages, at a rate equivalent to the post maturity rate set forth in the note, and shall be immediately due and payable (a) immediately in the case of default in the performance of any other obligation of the Mortgages herein contained.

7. 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 decree for sale all expenses, appraisers' fees, attorneys' fees, 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, appraisers' fees, and expenses for documents, changes, amendments, changes, publication costs and costs (which may be estimated as to be expended after a majority of the decree of foreclosing all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assumptions with respect to the said title, title searches and examinations, and other matters which may be deemed necessary either to protect the premises or to provide for the sale of the same) and expenses of the nature in this paragraph mentioned shall become so 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 premium rate set forth therein, to which either by Trustee or holders of the note 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) preparation for the commencement of any suit for the foreclosure of the lien hereof, or (c) preparation 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) of any other items which the terms hereof contain, secured by the terms hereof, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which the terms hereof contain, including all such items as are mentioned in the preceding paragraph hereof; legal representatives or assigns, as their rights may appear.

8. 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 the filing of such bill, 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 rents, issues and profits of and 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 times when Mortgages, except for the intervention 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 part of said period. The Court from time to time may authorize the receiver to apply the net income of his hands in payment in whole or in part of: (a) the deficiency or to become a lien hereof or of any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become a lien hereof or of such decree, provided such application is made prior to the foreclosure sale; (b) the deficiency in case of a sale and deficiency.

9. 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 intervening same in an action at law upon the note hereby secured.

10. 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.

11. Trustee has no duty to examine the title, location, existence or condition of the premises, to inquire into the validity of the signatures of the lender, capacity, authority 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 unless expressly obligated by the terms hereof, nor shall Trustee be liable for any act or omission hereunder, except 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.

12. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of a satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee may execute and deliver a release in respect 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 received from a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number, purporting to be placed thereon by a prior trustee hereunder or which contains 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 the 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 (a) a note which may be presented and which contains in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

13. 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 hereunder shall have the identical title, powers and authority as are herein given Trustee.

14. 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 indebtedness hereon, 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 "note", when more than one note is used.

15. Performing this trust deed, Trustee or successor shall be entitled to reasonable compensation for its services performed under any agreement or contract in writing, and Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any agreement or contract in writing, of the State of Illinois that shall be applicable to this trust deed.

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EXHIBIT A

THENCE NORTH OF THE EAST LINE OF SAID LOTS 1 AND 2, A DISTANCE OF 66.78 FEET TO THE PLACE OF BEGINNING SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES OVER THE SOUTH 4.0 FEET OF SAID LOT 2. THAT PART OF LOT 2 IN BLOCK 1 IN BRUMMEL AND CASE HOWARD TERMINAL ADDITION IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: THE SOUTH 18.0 OF THE WEST 15 FEET OF SAID LOT 2 SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE SOUTH 4 FEET OF SAID LOT 2,

P.I.N.#11-30-114-049-000

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