



TRUST DEED

Loan #33425-30

777248

CTTC 7

UNOFFICIAL COPY

This is a 10 Year Fixed Rate Mortgage (No Balloon)

93905570

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 28

1993, between Frenola A. Smith, Divorced and Not Since Remarried

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, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of \$49,000.00

Forty Nine Thousand & No Cents----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BEYONKA~~ United Credit Union

4444 S. Pulaski Chicago, Illinois 60632

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from October 28, 1993 on the balance of principal remaining from time to time unpaid at the rate of 7.5% percent per annum in instalments (including principal and interest) as follows:

Two Hundred Sixty Eight & 02/100----- Dollars or more on the 13th day of November 1997 and Two Hundred Sixty Eight & 02/100----- Dollars every 14 days 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 18th day of October, 2003.

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 7.5% 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 United Credit Union 4444 S. Pulaski Chicago, Il. 60632 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 COOK COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 3 in Subdivision of Block 69 in C.J. Hull's Subdivision of the West 1/2 of the Southeast 1/4 of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois.

DEPT. OF RECORDING 629.00  
T40011 TRAN 8008 11/08/93 14:23:00  
#2130 # \* -93-905570  
COOK COUNTY RECORDER

PROPERTY LOCATED AT:  
5111 W. Washington  
Chicago, Illinois 60644  
Tax ID# 16-09-425-015

DOCUMENT PREPARED BY:  
Edward J. Macha  
United Credit Union  
4444 S. Pulaski  
Chicago, Illinois 60632

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 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 set forth 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 5 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.

x Frenola A. Smith (SEAL) (SEAL)

STATE OF ILLINOIS, I, SUSAN E. TALOFF  
County of Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Frenola A. Smith, Divorced and Not Since Remarried

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.

OFFICIAL SEAL  
SUSAN E. TALOFF  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. DEC. 31, 1993

Given under my hand and Notarial Seal this 28th day of October 1993

Susan E. Taloff Notary Public

93905570

2900 P



# UNOFFICIAL COPY

Page 4 of 5

## RIDER #4

## SECURITY FOR OTHER INDEBTEDNESS

PROTECTION OF LEGAL HOLDER'S SECURITY - If mortgagor(s) fails to perform the covenants and agreements contained in this mortgage or if any action or proceeding(s) is commenced which materially affects legal holder's interest in the property, including but not limited to eminent domain, insolvency, code enforcement, "Civil or criminal forfeiture proceedings pursuant to the United States Code, as amended from time to time," arrangements, or proceedings involving a bankruptcy or decedent, then at legal holder's option, upon notice to mortgagor(s) may make such appearances, disburse such sums and take such action as is necessary to protect legal holder's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the property to make repairs.

If legal holder required mortgage insurance as a condition of making the loan secured by this mortgage, mortgagor(s) shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with mortgagor(s) and legal holder's written agreement or applicable law. Mortgagor(s) shall pay the amount of all mortgage insurance premiums in the manner provided herein.

Any amounts disbursed by legal holder pursuant in this paragraph with interest thereon, shall become additional indebtedness of mortgagor(s) secured by this mortgage. Unless mortgagor(s) and legal holder agree to other terms of payment, such amounts shall be payable upon notice from legal holder to mortgagor(s) requesting payment thereof and shall bear interest from the date of disbursement at the rate payable from time to time on the outstanding principal balance under the terms and conditions of this note, unless payment of interest at such rate would be contrary to applicable law in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require legal holder to incur any expense or take any action hereunder.

## RIDER #5

## FUTURE ADVANCES

Upon request of mortgagor(s), legal holder at its option may prior to release of this mortgage, may make future advances to mortgagor(s). Such future advances with interest thereon, shall be secured by this mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the additional sums of money advanced exceed (1/2) one-half of the principal amount secured by this mortgage.

YJ.  
INITIALS

777248

93905570

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

**RIDER #6**

**LOAN RATE CHANGE**

At no time during the original mortgage period or any subsequent renewals, the interest rate charged will not exceed 25.00% A.P.R. per annum.

**RIDER #7**

**ASSIGNMENT**

It is expressly understood and agreed that the holder may assign this installment note for value to a third party.

**RIDER #8**

**MONTHLY PAYMENTS SUBMITTED - "MATURITY DATE"**

"Monthly payments submitted in funds not available until collected shall continue to bear interest until collected. If monthly payment becomes due and payable on a Saturday, Sunday or legal holiday under the laws of the United States of America and/or the State of Illinois, the due date of said monthly payment shall be extended to the next succeeding business day, and interest shall be payable at the rate specified during such extension.

Witness the hand and seal of Mortgagor(s) the day and year first above written.

Frenola A. Smith (SEAL) \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

STATE OF ILLINOIS

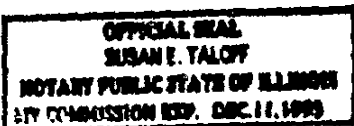
County of Cook

I, SUSAN E. TALOFF a Notary Public in and for and residing in said county of Cook, in the State of Illinois, DO HEREBY CERTIFY THAT Frenola A. Smith, Divorced and not Since Re- who is personally known to me to be the Married 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 28th day of October 19 93.

Notarial Seal

Susan E. Taloff Notary Public



93905570

777248

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

OFFICIAL SEAL  
SUSAN E. TAMM  
NOTARY PUBLIC STATE OF ILLINOIS  
2014-2018

# UNOFFICIAL COPY

Page 3 of 5

## UNITED CREDIT UNION

### FIXED RATE LOAN MORTGAGE

FINAL PAYMENT DUE IN 10 YEARS AND NEED NOT BE RENEWED

### TRUST DEED/INSTALLMENT NOTE DISCLOSURE RIDERS

#### RIDER #1

This loan will be repaid in accordance with a 10 year loan amortization schedule.

#### RIDER #2

#### CHANGE OF OWNERSHIP

If the undersigned conveys, sells, transfers or assigns, or enters into an agreement to convey, sell, transfer or assign all or any part of such real estate, or any interest therein without the prior written consent of the holder hereof, excluding the following:

- A) The creation of a mortgage encumbrance against the real estate, which is subordinate to said mortgage;
- B) The grant of a leasehold interest of three years or less, not containing an option to purchase;
- C) A transfer by devise, or descent.

The holder hereof; at his option, may declare all sums due hereunder immediately payable.

#### RIDER #3

#### ESCROW ACCOUNT

The mortgagor(s) shall pay and deposit with the legal holder of the fixed rate installment note on a monthly basis (1/12) one twelfth of the real estate taxes attributable to this property based upon the most recent ascertainable real estate tax bill. In addition the mortgagor(s) shall pay and deposit (1/12) one twelfth of all required insurance premium(s) relating to this loan. All escrow account monies shall be held by UNITED CREDIT UNION in a dividend bearing account for the benefit of the mortgagor(s) at the same rate and terms as applicable for the regular share savings account.

  
INITIALS

93905570

777248

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

93905570