



# UNOFFICIAL COPY

## TRUST DEED

### 93923885

### BOX 370

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 3, 1993, between MARYJANE SCHUDE, a woman never married

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 Eighty Thousand and no/100 (\$80,000.00)

Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~DR.~~ Dr. Donald H. Schude and Ann E. Schude, 140 Carriage Way Drive, Unit C228, Burr Ridge, Illinois 60521

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from November 3, 1993 on the balance of principal remaining from time to time unpaid at the rate of 7.0% per cent per annum in instalments (including principal and interest) as follows:

Five Hundred Thirty-Two and 25/100 (\$532.25) Dollars or more on the 1st day of January, 1993 and Five hundred thirty two and 25/100 (\$532.25) Dollars or more on the 1st 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 January, 1999. 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 7.0% 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 Dr. Donald H. Schude, ~~140 Carriage Way Drive, Unit C228, Burr Ridge, IL 60521~~

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 Village of LaGrange COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Unit 32-1G in LaGrange Court Condominiums as delineated on the Survey of the following described Parcel of Real Estate: Lots 6, 7 and 8 (except the West 5 feet of said lots condemned for alley) in Block 2 in Leiter's Addition to LaGrange in the Northeast 1/4 of Section 4, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, hereinafter referred to as "Parcel", which survey is attached as Exhibit "D" to the Declaration of Condominium for LaGrange Court Condominiums recorded in the Office of the Recorder of Deeds in Cook County, Illinois as Document No. 93638772 together with an undivided 2.8400 percent interest in the common elements of said parcel.

PIN: 18-04-214-018

STREET ADDRESS: Unit 32-1G, 32 So. Sixth Ave., LaGrange, Illinois

\*\*The Rider attached hereto is incorporated herein by this reference.\*\*

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, and 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.

(SEAL)

*MaryJane Schude* (SEAL)  
MARYJANE SCHUDE

(SEAL)

(SEAL)

STATE OF ILLINOIS,

County of Cook

SS.

I, Alan T. Kaminski  
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT MARYJANE SCHUDE, a woman never married,

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 \_\_\_\_\_ signed, sealed and delivered the said instrument as her (free and

"OFFICIAL SEAL" Notary act, for the uses and purposes therein set forth.

ALAN T. KAMINSKI Given under my hand and Notarial Seal this 3rd day of November, 1993.

Notary Public, State of Illinois  
My Commission Expires 8/23/95

*Alan T. Kaminski* Notary Public

Prepared By: Alan T. Kaminski, 220 E. North Ave., Northlake, IL 60164

DEPT-01 RECORDING  
140811 TRAM B138 11/12/93 15:47:00  
43780 # \*-93-923885  
COOK COUNTY RECORDER

93923885

103

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

MAIL TO: Dr. Donald H. Schude

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

By Assistant Secretary/Assistant Vice President  
CHICAGO TITLE AND TRUST COMPANY,  
Trustee.  
Identification No. \_\_\_\_\_

1. Mortgages 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 mechanical 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 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 holders of the note; (d) complete within a reasonable time any building or building improvements now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance which may apply to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay before any general taxes, and shall pay any 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 a duplicate receipt for the same. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or 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 its loan insured) under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or rebuilding the same or to pay in full the indebtedness secured hereunder, all in compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of 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.

4. In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder before 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 lien or claim thereon, or redeem from any tax sale or forfeiture affecting said premises or contract any tax or assessment. All money 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 holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may 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 pre-maturity rate set forth therein, fraction of Trustee or holders of the note shall be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages.

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

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, 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 or principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any of the covenants 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, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenses and interest which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraisal fees, outlays for documentary and export evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or producing 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 holders of the note may deem to be reasonably necessary either to protect 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 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 pre-maturity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with 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 the trust deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof or for the purpose of perfecting any lien or other security hereof, whether or not preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced; or (c) 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 incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof are secured in preference to the note, with interest, with principal and interest, legal representatives or assigns, as their rights may appear.

9. 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 date of the foreclosure 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 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 rent, 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 time when Mortgages, except for the intervention of such receiver, would be entitled to collect such rent, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, care, operation, maintenance and repair 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, if any, 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 of an interest, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made pursuant to the provisions of the foreclosure sale; or (b) the deficiency in case of a sale and a deficiency.

10. 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.

11. 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.

12. 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 of 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 unless expressly obligated by the terms hereof, nor shall Trustee 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 indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien 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, receipt and acknowledgment to and at the request of any person who shall either before or after maturity hereof, 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 may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee with which conforms with the description herein contained of the original trustee and it has never been 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 note which may be presented and which conforms in substance with the description herein contained of the note and which purpose, to be executed by the persons herein designated as makers thereof.

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

15. 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 or this instrument shall be construed to mean "notes" when more than one note is used.

16. 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 of this trust 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 Trustee Act" of the State of Illinois shall be applicable to this trust deed.

588329.0

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RIDER TO TRUST DEED  
DATED November 3, 1993

BY AND BETWEEN  
MARYJANE SCHUDE, AS MORTGAGOR  
AND CHICAGO TITLE & TRUST

REGARDING PROPERTY COMMONLY KNOWN AS:  
UNIT 1G, 32 SOUTH SIXTH AVE., LAGRANGE, ILLINOIS

1) Transfer of the Property or a Beneficial Interest in Mortgage. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgage is sold or transferred and Mortgage is not a natural person) without Noteholder's prior written consent, Noteholder may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Noteholder if exercise is prohibited by Federal Law as of the date of this Security Instrument.

If Noteholder exercises this option, Noteholder shall give Mortgage notice of acceleration. The note shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgage must pay all sums secured by this Security Instrument. If Mortgage fails to pay these sums prior to the expiration of this period, Noteholder may invoke any remedies permitted by this Security Instrument without further notice or demand on Mortgage.

2) Real Estate Taxes and Hazard Insurance. Mortgage shall pay all real estate taxes and hazard insurance premiums when due, and immediately upon payment shall tender proof of payment to Noteholder, with each installment of taxes or premium then due. Should Mortgage fail to do so, then in the discretion of Noteholder and upon 21 days written notice to Mortgage, Noteholder shall be entitled to establish and hold an escrow account, into which Mortgage shall deposit 1/12 of the estimated taxes and insurance premiums on a monthly basis. 91923885

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Noteholder if Noteholder is such an institution). Noteholder shall apply the Funds to pay said taxes and insurance premiums.

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Noteholder shall not be required to pay Mortgagor any interest or earnings on the Funds. Noteholder shall give to Mortgagor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Trust Deed.

If the amount of the Funds held by Noteholder, together with the future monthly installments of Funds payable prior to the due dates of taxes and insurance premiums, shall exceed the amount required to pay said taxes and insurance premiums as they fall due, such excess shall be, at Mortgagor's option, either promptly repaid to Mortgagor or credited to Mortgagor on monthly installments of Funds. If the amount of the Funds held by Noteholder shall not be sufficient to pay taxes and insurance premiums as they fall due, Mortgagor shall pay to Noteholder any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Noteholder to Mortgagor requesting payment thereof.

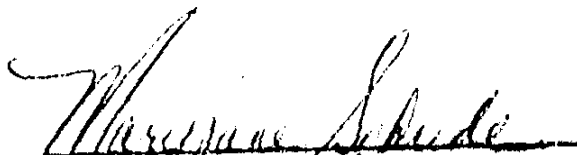
3) Hazard Insurance. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Noteholder may require and in such amounts and for such periods as Noteholder may require; provided, that Noteholder shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Noteholder, provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Mortgagor making payment, when due, directly to the insurance carrier.

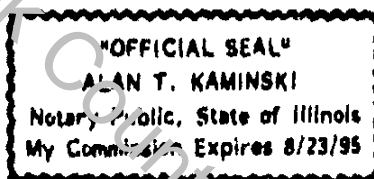
All insurance policies and renewals thereof shall be in form acceptable to Noteholder and shall include a standard mortgage clause in favor of and in form acceptable to Noteholder. Noteholder shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish to Noteholder all renewal notices and all receipts of paid premiums. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Noteholder. Noteholder may make proof of loss if not made promptly by Mortgagor.


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4) In the event, during the term hereof, or any extension term, the Mortgagor, MARYJANE SCHUDE, should marry, then upon her death or divorce, the remaining unpaid principal amount hereunder, unless paid earlier, shall become immediately due and payable within sixty (60) days of Mortgagor's death or the entry of a final judgment for dissolution of marriage, without further notice or demand.

  
MARYJANE SCHUDE

SUBSCRIBED AND SWORN TO  
before me this 2nd day of  
November, 1993.



  
Notary Public

93323885

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Property of Cook County Clerk's Office



**BOX 370**

MAIL TO: DR. DONALD H. SCHUDE  
140 Carriage Way Drive, Unit C228  
Burr Ridge, Illinois 60521

95022585