

Prepared By:

UNOFFICIAL COPY

30246276

TRUST DEED
CHICAGO FINANCIAL-591
2000 PALOS SQUARE 777363
3632 S. Roberts Road
Hickory Hills, IL 60437

93944106

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made NOVEMBER 12, 1993, between WILLIAM KYSER
AND DELORES KYSER AS JOINT TENANTS IN COMMON

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 or holders being herein referred to as "Holders of the Note"

in the Total of Payments of \$

in the Principal Amount of Loan of \$ 15708.39

, or

, 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 NOVEMBER 17, 2000. 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 to 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:

LOT 20 IN BLOCK 1 IN DENEY'S SUBDIVISION OF THE SOUTH 1819.6 FEET OF THE NORTH 1986.8 FEET OF THE EAST 1127.6 FEET AND THE SOUTH 290 FEET OF THE NORTH 7270.8 FEET OF THE EAST 837.3 FEET AND THE NORTH 290 FEET OF THE SOUTH 323 FEET OF THE EAST 987.3 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN #: 20-18-106-017-0000

. DEPT-01 RECORDING

\$23.50

COMMONLY KNOWN AS: 5535 S SEELEY, CHICAGO, IL 60634

: 100111 TRAN 8210 11/18/93 14:55:00

: 75711 # *-93-944106

. COOK COUNTY RECORDER

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, range, stove, 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 hereinafter 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 Employment 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 hands _____ and seal(s) _____ of Mortgagors the day and year first above written.

William Kyser

WILLIAM KYSER

(SEAL)

Delores Kyser

DELORES KYSER

(SEAL)

(SEAL)

STATE OF ILLINOIS

County of _____

{ SS

I, BARBARA J. SPADONI

a Notary Public in and for any residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT WILLIAM KYSER AND DELORES KYSER,

AS JOINT TENANTS IN COMMON

who ARE personally known to me to be the same persons, whose name S 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.

Given under my hand and Notarial Seal this 12TH day of NOVEMBER 19 93

Barbara J. Spadoni Notary Public
BARBARA J. SPADONI

Notarial Seal:



23
23

UNOFFICIAL COPY

CHICAGO, IL. 60636

CHICAGO, IL. 6909

5555 S SEELEY
INN RECORDERS INDEX TOWNS
1001 SISTER STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

MAIL TO: CHIEFING INSTITUTE OF THISI
NOTE INVESTIGATION DEPARTMENT

CHICAGO TITLE AND TRUST COMPANY.

DEBTOR'S ATTORNEY NO. 222-333-3333

INSTRUMENT NO. 222-333-3333

ATTORNEY'S STREET ADDRESS 123 Main Street

CITY Chicago STATE Illinois ZIP CODE 60601

TRUST DEED SHOULD BE RETAINED BY CHICAGO TITLE
LENDER THE INDALMEN NOTE SECURED BY THIS
FOR THE PROTECTION OF BOTH THE BORROWER AND
TRUSTEE BEFORE THE TRUST COMPANY, TRUSTEE, BEFORE THE TRUST
AND DEEDS IS ELIJAH SOLOMON, INC.

15. This Trustee Deed and all provisions hereof, shall extend to and be binding upon successors and all persons claiming under or in contradic-tion thereto.

16. Right of survivorship. — In case of the death of any holder of title to any interest in this Trustee Deed, his or her interest shall be entitled to receive compensation for services rendered by him or her, and the balance of the amount so received by him or her, plus his or her expenses, shall be paid to his or her survivors of like Trustee Deed, if there be no survivors of the Trustee Deed, to the State of Illinois, shall be applied to the effect of which the State of Illinois may determine.

13. Treatee shall return to his/her school in time to start school and the lease agreement has been signed by both parties; and 14. Treatee shall return to his/her school in time to start school and the lease agreement has been signed by both parties.

17. Trustee has no duty to examine certificate of conditions of the premises, or to make inquiry as to any fact or condition which may affect the value of the property.

10. No action for the enforcement of the loan of any person hereof shall be brought to any defense which would not be good and sufficient to the party intervening same in an action at law upon the note hereby recited.

Second, all other forms of punishment under the terms hereof shall be suspended during the period of confinement as herein provided, but, if the term of confinement is longer than one month, any offender so confined shall be subject to confinement in solitary confinement for the remainder of his confinement.

Preparations of any defences for the defence of any threatened suit or accusation which might affect the premises or the security thereof, whether or not prepared with a view to the sale of the premises or the following article of priority: First, an account

notwithstanding anything contained in the note or in this Trust Deed to the contrary, because due and payable (a) immediately in the case of default in making payment of principal or interest or in the case of default in the payment of any sum due under this note; or (b) when demand shall occur and continue for three days in the

5. The trustee of the note holders of the note hereby executed and acknowledged hereby authorizes relating to taxes of associations may do so according to law, the assessment of estimates prepared from the appraisals public office without the accuracy of such bill, extreme care to the bill, the amount of taxes paid by him or his dependents for any tax, assessment, sale, forfeiture, tax or other charge.

6. Mortgagors shall pay each item of debt due before payment and interest, both principal and interest, when due according to the terms hereof.

the boldfaced ones of the note to indicate the more frequently used terms.

4. In case of delivery to less than days prior to the respective dates of expiration, renewal policies not less than days prior to the respective dates of expiration.

3. **Whig Regulators shall keep all building and improvements now or hereafter situated on said premises intact so as to damage by fire**

holders of the bonds; (d) complete within a reasonable time any building or improvements now or at any time in process of erection upon land held by the lessee under leasehold agreements with lessees; (e) comply with all requirements of law or rules of buildings now or at any time in process of erection upon land held by the lessee under leasehold agreements with lessees; (f) make no marketable alterations in and remove any fixtures or equipment except as required by law or municipality or state.

1. **Microergos** shall (a) promote rapid, restore or rebuild any structures of improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep and repair premises in good condition and repair, and free from mechanics or other persons