



TRUST DEED

777356

UNOFFICIAL COPY 93993333 BOX 392 1887659

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 15, 1993, between Scott R. Bodinet, 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

SEVENTY FIVE THOUSAND AND NO/100-----(\$75,000.00)-----Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BERNARD~~ Harold London and Allene Hoffman, as Co-Trustees of Bernard London, self-Declaration of Trust dated November 21, 1992,

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from December 1, 1993 on the balance of principal remaining from time to time unpaid at the rate of 7.5% per cent per annum in instalments (including principal and interest) as follows:

Five Hundred Twenty Four and 41/100-----(\$524.41)---Dollars or more on the 1st day of January 1994 and Five Hundred Twenty Four and 41/100(\$524.41)---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 December, 2023. 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 Harold London and Allene Hoffman, in said City, as co-trustees of Bernard London, self-declaration of trust dated 11/21/92 c/o\*

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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 2 IN MICHAEL BABIARZ'S SUBDIVISION, UNIT NO. 1 IN THE NORTH HALF OF THE SOUTH-EAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 03-09-209-019 DEPT-01 RECORDING \$25.00 140000 TRAN 5326 12/06/93 12:11:00 \*93-993333 COOK COUNTY RECORDER

Property Commonly Known as: 1310 Anthony, Wheeling, IL 60094

RIDER ATTACHED HERETO AND MADE A PART HEREOF

\* Harold London 8923 N. Milwaukee Avenue, Niles IL 60714 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 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. SCOTT R. BODINET [SEAL]

STATE OF ILLINOIS, I, Marshal P. Morris a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Scott R. Bodinet, divorced and not since remarried,

personally known to me to be the same person whose name subscribed to the instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Instrument as he free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of November 1993. [Signature] Notary Public

2500

1310 Anthony  
FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

180 N. LaSalle, 2416  
Marshal P. Morris, Ltd.

MAIL TO:

IMPORTANT!  
FOR THE PROTECTION OF BOTH THE BORROWER AND  
LENDER THE INSTALMENT NOTE SECURED BY THIS  
TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE  
AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST  
DEED IS FILED FOR RECORD.  
By *Anthony J. ...*  
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 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 company of monies sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, 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 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 in favor of Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest from any tax sale or foreclosure affecting said premises, or commission 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 holders of the note to protect the mortgaged premises and the lien hereof, this reasonable compensation to Trustee for each matter concerning which action hereunder 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. The Trustee or the holders of the note hereby secured making any payment authorized hereby without inquiry into the accuracy of such bill, or according to any bill, statement or estimate prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or other document, or into the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim hereof.  
6. Mortgagee 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 Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any filing in this Trust Deed to the contrary, be when due and payable (a) immediately in the case of default in performance of any obligation of the Mortgagee 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 and costs which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, appraisers' fees, appraisals for documentary and expert evidence, stenographers' charges, publication costs and costs (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 holders of the note may deem to be reasonably necessary either to provide such suit or to evidence to bidders at any sale which may be pursuant to such decree the true condition of the title 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 in the note, which may be paid or incurred 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 or defendant, by reason of this trust deed or of any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure of this trust deed or for the foreclosure of any other lien or encumbrance; 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.  
8. 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 proceeding, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute the 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 overplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.  
9. Upon, or at any time after the filing of a bill to foreclose the 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 Mortgagee 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, which would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or 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 from his hands in payment in whole or in part of: (a) The indebtedness secured to the receiver to pay the costs of the foreclosure, interest, taxes and other charges which may be necessary or usual in such cases for the protection, possession, control, management and operation of the premises during the whole or part of said period; or (b) the deficiency in case of a sale and a 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 intervening 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 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 obligated to record this trust deed 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 hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the note, represent that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number reporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the original trustee 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 any note which may be presented and which conforms in substance with the description herein contained of the note and which purports 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 Titles 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 Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the note, "note" when used in 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 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 Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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## R I D E R

RIDER ATTACHED TO AND MADE A PART OF TRUST DEED AND INSTALLMENT NOTE DATED NOVEMBER 15, 1993, FROM SCOTT R. BODINET, DIVORCED AND NOT SINCE REMARRIED, TO CHICAGO AND TRUST COMPANY, AS TRUSTEE FOR MORTGAGEE.

1. The undersigned covenants and agrees that they will not transfer or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the mortgaged premises to any third party, without the advance written consent of the holder of this Note, and further that in the event of any such transfer by the undersigned without the advance written consent of the holder of this Note, said holder may, in its or their sole discretion and without notice, declare the whole of the debts hereby immediately due and payable. Any assumption agreed to in writing by owner and holder shall not constitute release of mortgagor.


2. The undersigned shall have the right to prepay this indebtedness at any time, in whole without payment of any premium or penalty whatsoever.

3. Notwithstanding the aforementioned provisions, the mortgagor shall be allowed a ten day grace period on the monthly installment. If payment is not received on the tenth day of the date due, a ten (10%) percent penalty of the amount then due shall be assessed and due with said payment. Any penalty not paid shall continue to accrue till paid. The amount due shall be construed to mean the monthly payment.

4. The maker hereof hereby agrees to deposit monthly with the holder of this mortgage and note, a sum equal to 1/12th of the annual real estate taxes and insurance at the option of lender.

5. The maker hereof shall maintain in full force and effect a policy of insurance in an amount no less than \$75,000.00 for fire and extended coverage with liability coverage for \$300,000.00 with a Mortgage clause to Chicago Title and Trust Company as Trustee for Mortgagee; the policy to provide for a minimum of (10) ten days notice to owner and holder in the event of cancellation. The original of the insurance policy and evidence of payment of premium shall be deposited with owner and holder of this indebtedness a minimum of twenty (20) days before the expiration of the prior policy. The first policy to be delivered upon the payout on this mortgage.

ACCEPTED:

  
SCOTT R. BODINET

DATE: 11/15/93

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