

77482 TRUST DEED

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CTTC 7 THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 30, 1993, between Percy Palmer and Geraldine Palmer, His Wife

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 Fifty-Two Thousand Five Hundred and no/100s (\$52,500.00) -----

Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from January 1, 1994 on the balance of principal remaining from time to time unpaid at the rate of 6% per cent per annum in instalments (including principal and interest) as follows:

Five Hundred Eighty-Two and 87/100s (\$582.87) Dollars or more on the 1st day of January 1994, and Five Hundred Eighty-Two and 87/100s 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, 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 6% 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 William Tokowitz 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 COUNTY OF Cook AND STATE OF ILLINOIS, to wit: City of Chicago

LOTS 1 AND 2 IN BLOCK 8 IN OAKWOOD SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 6500 S. Cottage Grove Avenue, Chicago, IL 60637
PIN: 20-22-223-024

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, in-door 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.

_____| SEAL | Percy Palmer | SEAL |
_____| SEAL | Geraldine Palmer | SEAL |

STATE OF ILLINOIS,)
County of Cook) SS. I, ERIC R. ROMER
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Percy Palmer and Geraldine Palmer, His Wife

who are personally known to me to be the same person as whose name they subscribed to the 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.

OFFICIAL SEAL
ERIC R. ROMER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 07-17-97

30th day of November 1993
Eric R. Romer Notary Public

Am 13 LT P2 74-79-555-64-77 93085587

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Chicago, IL 60637

8500 S. Cottage Grove

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

Chicago, IL 60602
20 N. Clark St., #2610

MAIL TO: ERIC R. ROMER

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.

CHICAGO TITLE AND TRUST COMPANY,
Trustee,
By: *[Signature]*
Assistant Secretary/Vice President

Identification No. 277992

1. Mortgages shall promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire...
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...
3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire...
4. In case of default herein, Trustee or the holder 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...
5. The Trustee or the holder of the note hereby secured making any payment hereby authorized hereby to the appropriate public office without inquiry into the accuracy of such bill...
6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof...
7. When the holder of the note hereof secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose...
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 proceedings...
9. Upon, or at any time after the filing of a bill to foreclose, the court in which such bill is filed may appoint a receiver of said premises...
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 holder 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 mortgages or the identity, capacity, or authority of the signatories on the note or trust deed...
13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid...
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...
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages...
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 trust deed is issued...
17. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

46246636

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Rider attached to and incorporated into the certain Trust Deed dated November 30, 1993, by and between Percy Palmer and Geraldine Palmer, as Mortgagors, and Chicago Title & Trust Company, its Trustee.

17. Mortgagors shall not sell, assign, convey or otherwise alienate title to the real estate, or any part thereof, or any interest therein, voluntarily or involuntarily, without the prior written consent of the noteholder of the Installment Note secured by this Trust Deed.

18. Mortgagors shall have the right to prepay the sums ^{secured P.P.} served by this Trust Deed, in whole or in part, at any time, without penalty or interest.

Dated: December 1, 1993

By: Percy Palmer
Percy Palmer

By: Geraldine Palmer
Geraldine Palmer

Property of Cook County Clerk's Office

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