

UNOFFICIAL COPY



TRUST DEED

773191

93072513

CTTC 1

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made 27th January 1993 between RANDALL S. MUSGRAVE, a Bachelor

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 holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of TEN THOUSAND

(\$10,000.00) \* \* \* \* \* DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on August 1, 1993 with interest thereon from January 27, 1993 until maturity at the rate of eighteen (18) per cent per annum, payable semi-annually on the first day of August and of February in each year; all of said principal and interest bearing interest after maturity at the rate of twenty (20) per cent 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 Karl G. Rubesh, 33 N. LaSalle #2300 Chicago, IL 60602 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, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 1 in Block 7 in Cairnduff's Addition to Edgewater, in the East 1/2 of the Southwest 1/4 of Section 5, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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P.I.N. 14-05-323-001, vol. 473

DEPT-01 RECORDING \$28.50
T#6666 TRAN 6524 01/28/93 15:38:00
#0982 # \*-93-072513
COOK COUNTY RECORDER

1283 Early Street
Chi., Il. 60660

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 of a party 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.

RANDALL S. MUSGRAVE, [SEAL]
[SEAL] [SEAL]

STATE OF ILLINOIS, }
County of COOK } SS. I, Nancy Carper
a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Randall S. Musgrave, a bachelor

who 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this day of 19
Nancy Carper
Notary Public, State of Illinois
My Commission Expires 12/31/96

Notarial Seal

2350/10

Chicago, IL 60602

33 N. LaSalle/ #2300

Karl G. Ruben

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

MAIL TO: XXXX

FOR THE PROTECTION OF THE BORROWER AND COMPANY, TRUSTEE BEFORE THE TRUST DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY  
Trustee  
Assistant Vice President

17. This Trust Deed is not assignable nor assumable by any other party. All sums due under this Trust Deed are due and payable at time of sale or if any interest is assigned.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its schedule in effect when the trust deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service it provides under any provisions of the Trust Deed. The provisions of the Trust and Trustee Act of the State of Illinois shall be applicable to this trust deed.

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 grantors on the note or trust deed, nor is Trustee obligated to record this trust deed or to execute any instrument in connection therewith, except in the case of its own negligence or misconduct of that of the agents or employees of Trustee and it shall not be liable for any such acts or omissions.

10. The action for the enforcement of the lien or of any protection shall be subject to any defenses which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

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, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute additional liens on the premises in the order of their priority.

4. In case of default, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter required of Mortgagees in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest or prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other lien or claim in whole or in part from any tax sale.

2. Mortgagees 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 holder of the note duplicate receipts therefor.

1. Mortgagees shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurer;