



TRUST DEED

93137423

UNOFFICIAL COPY

773431

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made FEB 18,

19 93, between

CASSIE WOODS JR AND CLARICE L. WOODS ... HIS WIFE AS JOINT TENANTS

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 4319.05

FOUR THOUSAND THREE HUNDRED NINETEEN DOLLARS & FIVE CENTS Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER AMERICAN GENERAL FINANCE INC.

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from FEB. 18, 1993 on the balance of principal remaining from time to time unpaid at the rate of NA per cent per annum in instalments (including principal and interest) as follows: 197.83

ONE HUNDRED NINETY SEVEN CENTS & EIGHTY THREE CENTS Dollars or more on the 2ND day of APRIL 19 93 and ONE HUNDRED SIXTY NINE DOLLARS & FOURTY FOUR CENTS Dollars or more on the 2ND 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 2ND day of MARCH, 1996. 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 NA 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 AMERICAN GENERAL FINANCE INC. in said City, CHICAGO, IL. 60632 4284 S. ARCHER AVE

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:

LOT 15 AND THE SOUTH 1/2 OF LOT 14 IN BLOCK 1 IN A SUBDIVISION OF THE NORTH 16, ACRES OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

726 N. LECLAIRE CHICAGO, IL 60644 PIN#16-09-201-035-0000

DEPT-01 RECORDING T96666 TRAN 7814 02/22/93 14144100 \$4754 * 93-137423 COOK COUNTY RECORDER

\$23.50

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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 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, ladder 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, set forth on 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 of Mortgagors the day and year first above written.

Cassie Woods Jr. [SEAL] Clarice L. Woods [SEAL] CASSIE WOODS JR. [SEAL] CLARICE L. WOODS [SEAL]

STATE OF ILLINOIS, I, BILL KUDRNA a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT CASSIE WOODS JR. AND CLARICE L. WOODS HIS WIFE AS JOINT TENANTS

who ARE personally known to me to be the same person S. 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 18TH day of FEB 19 93

Bill Kudrna Notary Public



Handwritten initials and date: 2330 DR

MAIL TO

7/15/2008
4884 (maker)
LIMANSON

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HEREIN

CHICAGO TITLE AND TRUST COMPANY,
Trustee

Identification No. 223432

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY RECORD.

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter 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 suffered by the holder of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holder 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.

2. Mortgages shall keep all buildings and improvements now or hereafter 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 suffered by the holder of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holder 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.

3. Mortgages shall keep all buildings and improvements now or hereafter 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 suffered by the holder of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holder 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. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges and other charges which the premises are liable for, and shall, upon written request, furnish to Trustee or to holder of the note a duplicate receipt therefor. 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.

5. Mortgages shall keep all buildings and improvements now or hereafter 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 suffered by the holder of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holder 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.

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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 of the terms hereof, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof are secured by mortgages or other liens which are mentioned in the preceding paragraph hereof; third, all principal and interest remaining unpaid on the note, together with any overplus to Mortgages, 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, this trust deed, the court in which such bill is filed may appoint a receiver of said premises, or such appointment may be made either before or after the filing of the bill, without notice, whether or not the receiver or assignee of the premises shall be appointed a receiver of the premises, or such appointment may be made either before or after the filing of the bill, without notice, whether or not the receiver or assignee of the premises shall be appointed a receiver of the premises, or such appointment may be made either before or after the filing of the bill, without notice, whether or not the receiver or assignee of the premises shall be appointed a receiver of the 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 imposing 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 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 execute any power herein expressed by the terms hereof, nor 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 the 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; 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, 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 trustee may accept as the genuine note herein described any note which bears an identification number pertaining to the placed thereon by a prior trustee hereunder or which contains in substance with the description herein contained of the note 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 contains 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 Deeds of the county in which the premises are situated or filed. In case of the resignation, liability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be deemed to act as Trustee. 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 liable for the payment of the note or this trust deed and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons liable for the payment of the note or this trust deed and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons liable for the payment of the note or this trust deed and all persons claiming under or through Mortgages.

16. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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