

UNOFFICIAL COPY

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This Indenture, Made FEBRUARY 2nd, 1993, between

AETNA BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED MARCH 2, 1972 AND KNOWN AS TRUST NUMBER 10-1011

herein referred to as "Mortgagors," and

CHARLES B. ZELLER, JR.

of Cook County, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or 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 SIXTY FIVE THOUSAND AND NO/100ths (\$65,000.00) ----- DOLLARS, evidenced by ONE Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest FROM FEBRUARY 15, 1993 on the balance of principal remaining from time to time unpaid at the rate of 9

per cent per annum in instalments as follows: SIX HUNDRED SIXTY 8 NO/100ths (\$660.00) ----- Dollars ^{or more} on the 15th day of MARCH 1993 and SIX HUNDRED SIXTY 8 NO/100ths / (\$660.00) ^{or more} Dollars on the 15th day of each and every month

DEPT-01 RECORDING \$27.50

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COOK COUNTY RECORDER

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 15th day of FEBRUARY 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 9 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 C. B. Zeller, 1543 Melrose Street, 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, his 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 4 (EXCEPT THE WEST 65 FEET) IN SUB BLOCK 5 OF BLOCK 5 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS COMMONLY KNOWN AS 1916 NORTH B. SELL STREET, CHICAGO, ILLINOIS

PERMANENT TAX # 14-32-407-073

93150405

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.

NEE 9/6/32N

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TRUST DEED

To
CHARLES B. ZELLER, JR.
Trustee

PROPERTY ADDRESS
1916 NORTH BISSSELL STREET
CHICAGO, ILLINOIS



C. B. ZELLER
1457 WEST BELMONT AVE.
CHICAGO, ILL. 60657

The Instrument Here mentioned in the within
Trust Deed has been identified herewith by
the trustee. REL. # 3223
Charles B. Zeller, Jr.
CHARLES B. ZELLER, JR.

THIS INSTRUMENT PREPARED BY:
C. B. ZELLER
1457 WEST BELMONT AVENUE
CHICAGO, ILLINOIS 60657

Property of Cook County Clerk's Office

NOTARY PUBLIC, STATE OF ILLINOIS
KRISTINE MURPHY
My Commission Expires 2/19/93

Kristine Murphy
NOTARY PUBLIC

February 19 93 A. D. 19 93

GIVEN under my hand and Notarial Seal this 3rd day of February 19 93
I, Kristine Murphy, a Notary Public in and for and residing in said County, in the State aforesaid,
DO HEREBY CERTIFY THAT David H. Johnson, III, President
who is personally known to me to be the same person whose name is
and acknowledged that he signed, sealed and delivered the said Instru-
ment as his free and voluntary act, for the uses and purposes therein set
forth, including the release and waiver of the right of homestead.

STATE OF ILLINOIS,
COUNTY OF COOK

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8. 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 expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documents, 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, guarantee 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 prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to 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 the rate of seven per cent per annum, when 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, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to fore-

7. Mortgages 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 anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.

6. The Trustee or the holders of the note hereby secured making any payment, hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

5. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any part herebefore required of Mortgagee in any form and manner deemed expedient, and 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 thereof, or redem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein 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 the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagee.

4. The Mortgagee hereby gives exclusive authority to C. B. Zeller, Chicago, Illinois, to place all fire and extended coverage insurance for the full insurable value of the improvements on the above described premises (but the said C. B. Zeller shall in no way be liable for failure to place or renew such insurance). Each policy or renewal for a term of five years, such cost, with interest at seven per cent per annum, shall be so much additional indebtedness secured by this Trust Deed, unless such cost is paid within sixty days from the date of the issuance of such insurance.

3. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies 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.

2. Mortgagee 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 holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

1. Mortgagee shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

TO HAVE AND TO HOLD the premises unto the said Trustee, his 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 Mortgagee do hereby expressly release and waive.

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