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This Indenture, Made February 10th 19 93, between NBD TRUST COMPANY OF ILLINOIS, AS SUCCESSOR TRUSTEE TO THE BANK AND TRUST COMPANY OF ARLINGTON HEIGHTS, UNDER TRUST AGREEMENT, DATED AUGUST 25, 1981 AND KNOWN AS TRUST NUMBER 2800, and not personally referred to as "Mortgages," and CHARLES B. ZELLER, JR

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

THAT, WHEREAS the Mortgages 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 NINETY FIVE THOUSAND AND NO/100 (\$95,000.00) - - - - - DOLLARS, evidenced by an Instalment Note of the Mortgages of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgages 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 8.5 per cent per annum, in instalments as follows: ONE THOUSAND AND NO/100 (\$1,000.00) - - - - - Dollars more on the 15th day of February 1993 and ONE THOUSAND AND NO/100 (\$1,000.00) more on the 15th day of each and every month

DEPT. OF RECORDING & CLERKING  
TRUSTEE FROM 2/10/93 1:11 PM  
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COOK COUNTY RECORDER

thereafter, until said note is fully paid except that the first 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 8.5 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, by writing appoint, and in absence of such appointment, then at the office of C. B. Zeller, 1457 W. BELMONT AVE.

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NOW, THEREFORE, the Mortgages 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 Mortgages 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 seventy (70) in the resubdivision of Block two (2) in Hambleton Weston and Davis Subdivision of the South half (S1/2) of the South East Quarter (SE1/4) of Section twenty (20), Township forty (40) North, Range fourteen (14) East of the Tenth Principal Meridian, in Cook County, Illinois. Commonly known as 3217 N. Sheffield Ave. Chicago, Illinois.

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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 Mortgages may be entitled thereto (which are pledged primarily and in 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, 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.

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TRUST DEED

NDB TRUST CO OF ILLINOIS

To

CHARLES B. ZELLER

Trustee

PROPERTY ADDRESS

3217 N. SHEFFIELD AVENUE, CHICAGO

C. B. ZELLER

1457 N. BELMONT AVE.  
CHICAGO IL 60657

092251TC6

The Instrument Note referenced in the within Trust Deed has been identified herewith by the trustee.

APR 1 2015  
CHARLES B. ZELLER JR.

THIS INSTRUMENT PREPARED BY:  
C. B. ZELLER  
1457 N. BELMONT AVE.  
CHICAGO, ILLINOIS 60657

Property of Cook County Clerk's Office

Notary Public

day of A. D. 19

GIVEN under my hand and Notarial Seal this  
ment as free and voluntary act, for the uses and purposes therein set  
forth, including the release and waiver of the right of homestead,  
and acknowledged that aligned, sealed and delivered the said Instru-  
ment subscribed to the foregoing instrument, appeared before me this day in person  
who personally known to me to be the same person, whose name  
subscribed to the foregoing instrument, appeared before me this day in person

DO HEREBY CERTIFY THAT

a Notary Public in and for and residing in said County, in the State aforesaid,

STATE OF ILLINOIS,  
COUNTY OF COOK

092251TC6

close whether or not actually commenced; 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.

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9. 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, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute 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 Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

10. 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. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors 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, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

11. 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.

12. 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.

13. Trustee has no duty to examine the title, location, existence, or condition of the premises, 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 be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.

14. Trustee shall release this trust deed and the lien thereof 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, 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 a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms 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 he has never executed a certificate on any instrument identifying same as the note described herein, he may accept as the genuine note herein described any note which may be presented and which conform in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

15. IN THE EVENT of the resignation, death, or absence or removal from Cook County of said Trustee, or his inability, failure or refusal to act then CHICAGO TITLE AND TRUST COMPANY, as hereby made first Successor in Trust; and if for any like cause said Successor shall fail or refuse to act, then the person who shall then be acting Recorder of Deeds of said Cook County is hereby made second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

17. It is understood and agreed that in the event of the transfer of the legal title to the property, that the entire principal and interest shall become due as of the date of the said recordings of the transfer of the document.

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WITNESS the hand... and seal... of Mortgagors the day and year first above written.

..... [REAL.]  
..... [REAL.]

NBD TRUST COMPANY OF ILLINOIS, AS SUCCESSOR TRUSTEE TO THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, [REAL.] UNDER TRUST AGREEMENT DATED AUGUST 25, 1961 AND KNOWN AS TRUST NUMBER 2840, [REAL.] AND NOT PERSONALLY. [REAL.]

ATTEST:

Sarah S. Smith  
ASSISTANT SECRETARY

BY:

[Signature]  
TRUST OFFICER

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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 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, 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-

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, rate, forfeiture, tax lien or title or claim thereon.

7. Mortgagees 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 Mortgagees, 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 Mortgagees herein contained.

8. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore required of Mortgagees 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 payment from any tax sale or forfeiture affecting said premises or in or against 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 mortgage premises and the lien hereof, plus costs shall be compensation to Trustee for such 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 hereon at the rate of seven per cent per annum. Lien 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 Mortgagees.

9. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore required of Mortgagees 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 payment from any tax sale or forfeiture affecting said premises or in or against 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 mortgage premises and the lien hereof, plus costs shall be compensation to Trustee for such 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 hereon at the rate of seven per cent per annum. Lien 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 Mortgagees.

10. The Mortgagees hereby give a covenanted 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 wise be liable for failure to place or renew such insurance). Each policy or renewal for a term of five years, the Mortgagees hereby agree to pay to said C. B. Zeller, the cost of such insurance as shown on the policy, and with no paid, 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 after the date of the issuance of such insurance.

11. Mortgagees 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 monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all to 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.

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

13. Mortgagees shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without water and free from mechanical or other liens or claims for 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; (c) pay upon request within a reasonable time any building or building or other improvements of law or municipal ordinance (but not 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 Mortgagees do hereby expressly release and waive.

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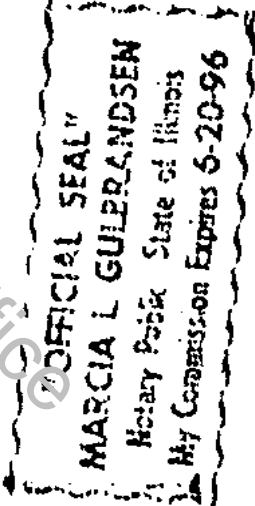
COOK 1111

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, The Undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Patrick J. McCloskey Trust Officer Illinois, and Susan M. Janczek, Assistant Secretary of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he/she, as custodian of the Corporate Seal of said Corporation, did affix said Corporate Seal of said Corporation to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11 day of February, 1993.

Marcia L. Guilbrandt  
Notary Public  
My Commission Expires: 6-20-96



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