

03279895

CTTC 13

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 13 1993, between Allen M. Reiter and Debra A. Reiter, joint tenants, married

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 \$10315.77

Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable as stated therein and delivered, in and by which said Note the Mortgagors promise to pay the sum of \$10315.77 including interest in instalments as follows:

three hundred fifty one dollars and 74/100 Dollars or more on the 1st day of June 1993 and two hundred ninety five dollars 00/100 Dollars or more on the same 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 01 day of May 1997.

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money 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 7710 S. Massasoit COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 5 AND 6 IN BLOCK 17 IN FREDERICK H. BARTLETT'S GREATER 79TH STREET SUBDIVISION BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 AND THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 29, ALSO THE SOUTHWEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 19 29 405 026

DEPT-01 RECORDINGS 523-59  
T#9999 IRON 7726 04/15/93 15-36-00  
R#899 N 4-473-2272 R#95  
COOK COUNTY RECORDER

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 prima facie 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, indoor 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

*Allen Reiter* I SEAL *Debra A. Reiter* I SEAL  
Allen M. Reiter [SEAL] Debra A. Reiter [SEAL]

STATE OF ILLINOIS, I, Patrick M. Mulhall,  
County of Cook SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY  
THAT Allen M. Reiter and Debra A. Reiter

who are, personally known to me to be the same persons as \_\_\_\_\_, whose names are \_\_\_\_\_, subscribed to the  
aforesaid instrument, appeared before me this day in person and acknowledged that  
"OFFICIAL \_\_\_\_\_" PATRICK M. MULHALL signed, sealed and delivered the said instrument as \_\_\_\_\_ free and  
NOTARY PUBLIC, STATE OF ILLINOIS, for the uses and purposes therein set forth.  
MY COMMISSION EXPIRES 12-31-94

*Patrick M. Mulhall* Notary Public

Notary Seal

P. 8030 Trust Deed - Individual Mortgagor - Secures One Instalment Note with Interest Included in Payment

**UNOFFICIAL COPY**

1. Mortgagors shall (a) promptly repair, restore or maintain or in the event of a fire or theft or damage to the premises, such premises damaged or be destroyed, (b) keep said premises in good condition and repair without waste and free from all encumbrances, and (c) claim for losses not expressly subordinated to the lien hereof, to pay when due, and under lease or which may be required by law or otherwise to be paid by the lessees or holders of the note, (d) complete within a reasonable time any building or additions thereto, or cause same to be completed, (e) comply with all requirements of law or municipal orders or covenants, except so far as may be required by the terms of this trust deed, and (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all principal sum of the note, interest thereon, and other charges against them, including taxes, service charges, and other charges against the premises, and duplicate receipts therefor. To prevent doubt as to when under Mortgagors shall have paid and when the note shall become due and payable.

3. Mortgagors shall keep all buildings and improvements now or heretofore situated on the premises in good repair, and pay all taxes, insurance premium, lighting or windstorm (and flood) damage where the lender is required by law to file a claim for payment of same, and pay all costs incurred by the insurance companies or money sufficient either to pay the cost of repairing or replacing the property or to satisfy the obligations secured hereby, all in amounts satisfactory to the holders of the note. Said insurance policies shall be maintained for the benefit of the holders of the note. Each such policy shall be evidenced by the standard mortgage certificate and the trustee shall deliver all policies, including additional and renewal policies to holders of the note, and in the interests of all the holders of the note, a renewal policies not less than ten days prior to the respective date of expiration.

4. Mortgagors shall pay each item of indebtedness herein mentioned, when due according to their respective dates of maturity, or at the option of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall be accelerated and made due and payable in this Trust Deed to the contrary, before due and payable immediately, his unexpired balance on the note, plus interest thereon at a rate of six percent per annum on any instalment on the note.

5. When the indebtedness hereby secured shall become due whether by acceleration of unpaid indebtedness or otherwise, the Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, the Trustee shall have the right to foreclose all rights and interests of the debtors in the property, to sell all the property and to pay all costs, expenses, attorney fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer, the cost of publication and recording of documents, and such other costs as may be estimated as to items to be expended after entry of the decree of partition of such premises, including the costs of obtaining title insurance policies, Torrens certificates, and similar data and assurances with respect thereto. The Trustee may take such action as he deems necessary to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale that may be had that payment of the deficiency will be the condition of the sale to the value of the premises.

6. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, all taxes and all costs and expenses incident to the foreclosure proceedings, including all such items as are specified in this Trust Deed; second, all other items which under the terms hereof constitute secured indebtedness additional to that so defined in the terms and conditions hereon as herein provided; third, all principal and interest remaining unpaid on the note, forthwith, except that Mortgagors, their heirs, representatives or assigns, &c., their rights may appear.

7. Upon, or at any time after the filing of a bill of foreclosure, this instrument, the same to be in addition to any power of sale contained herein or granted by statute, may be sold by the Trustee or by any other person or persons whom Mortgagors at the time of applying for such receiver and without regard to the obligation of the note, for the benefit of the persons occupying as a homestead or part, and the Trustee hereunder may be appointed as such receiver. Such receiver may collect rents, issues and profits of said property during the pendency of such receivership and, if necessary, may exercise such powers as may be necessary to collect such rents, issues and profits, and may, in case of non-payment, apply the same to the payment of the deficiency. Intervention of such receiver, would be entitled to collect such rents, issues and profits, as well as the payment of the deficiency, as in such cases for the protection of its possession, control, management and operation. The Trustee or any other receiver may apply to the Court from time to time, may authorize any receiver to apply the rents of the property to the payment of the deficiency, or of the indebtedness secured hereby, or by any decree foreclosing the trust deed, or may take special account of the particular needs of the property, and deficiency.

8. No action for the enforcement of the lien or of any provision hereof shall be commenced and prosecuted in any court, save and except as may be available to the party interposing same in an action at law upon the note hereby secured.

9. Trustee or the holders of the note shall have the right to inspect the premises at any time and to make such examinations as may be permitted for that purpose.

10. Trustee has no duty to examine the title, or to make any examination or representation of the title, or to make any representation of the signatures or the identity, capacity, or authority of the signers on the note or trust deed, or to make any representation of the validity of the note or trust deed or to exercise any power herein given unless expressly requested by the holder hereof, and to act in good faith in the administration of the powers herein given, except in case of its own gross negligence or misconduct or that of its agents or employees. Trustee and its agents and employees shall be exonerated and held harmless from all liability to the holders of the note or trust deed for any acts done in good faith in accordance with the requirements of the note or trust deed or for any acts done in accordance with the requirements of the note or trust deed, if such acts conform in substance to such requirements.

11. Trustee shall release this trust deed and the other encumbrances of property mentioned above as soon as practicable after the payment in full of the indebtedness secured by this trust deed has been fully paid and Trustee may execute and deliver a release instrument, which may be signed by the person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note so released, and when the amount of the indebtedness secured has been paid, which representation Trustee may accept as true, without inquiry. When the release instrument is delivered to Trustee, such successor trustee may accept as the genuine note herein described and unto which holder or persons under whom it is held, and may record the same, or thereon by a prior trustee hereunder, which conforms in substance with the description herein contained of the note so released. The release instrument may be executed by the persons herein designated as the makers thereof, and when the release is requested of the original trustee, the original trustee shall place its identification number on the note so released hereinafter, if it may accept as the genuine note herein described, and when the same is so presented and which conforms in substance with the description herein contained of the note, and shall not refuse to do so, or to accept it, if it is signed by any other person herein designated as makers thereof.

12. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds in the County of Cook, Illinois, where this instrument has been recorded or filed. In case of the resignation, inability or refusal of any Trustee, the new Receiver or Trustee to whom the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title and power as the predecessor herein given Trustee.

13. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and any persons, firm, corporation or association to whom the indebtedness or any part thereof, whether in one or such persons shall have succeeded the herein named, Trustee, but no such transfer of this instrument shall be construed to mean "Transfer" when more than one note is used.

14. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by the holders of the note, or by the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for the services of the Trustee or successor in the administration of the provisions of this trust deed. The provisions of the "Trust And Trustee Act" of the State of Illinois shall govern the same.

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**IMPORTANT!**  
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, TRUSTEE, BEFORE THE TRUST  
DEED IS FILED FOR RECORD.

MAIL TO:

Chicago Title & Trust  
171 N. Clark  
Chicago, Ill. 60601

*[Signature]*  
CHICAGO TITLE AND TRUST COMPANY  
A. *[Signature]*  
RECEIVED  
RECORDED IN RECORDER'S OFFICE

FOR RECORDER'S OFFICE TO RECORD  
RECORDED BY [REDACTED] ON [REDACTED]  
[REDACTED]

PLACE IN RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_