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THIS INSTRUMENT made April 30, 1993  
between CAREY H. DAVID, JR. AND JOYCE B. DAVID,  
his wife as joint tenants

10042 S. Union Chicago, Illinois 60628  
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors" and  
ASHLAND STATE BANK  
9441 S. Ashland Ave. Chicago, Illinois 60620  
(NO. AND STREET) (CITY) (STATE)

DEPT OF RECORDING 924.000  
186666 1000 753 05/06/93 15404100  
36574 1 2.5 542 115 /  
(0002 0000) RECORDER

The Above Space For Recorder's Use Only

herein referred to as "Trustee" witnesseth That Whereas Mortgagors are jointly indebted to the legal holder of a principal promissory note, termed "Trustallotment Note" of record date herewith, executed by Mortgagors, made payable to ASHLAND STATE BANK and secured by a mortgage, Mortgagors promise to pay the principal sum of ELEVEN THOUSAND SEVEN HUNDRED ELEVEN and 64/100 Dollars, and interest from May 6, 1993 on the balance of principal remaining from time to time unpaid at the rate of 10.00 percent per annum, such principal and interest to be payable in installments as follows: ONE HUNDRED NINETY FOUR and 42/100 Dollars on the 30th day of MAY 1993 and ONE HUNDRED NINETY FOUR and 42/100 Dollars on the 30th day of each and every month 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 30th day of APRIL 1993. All such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal, the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 1.00 percent per annum, and all such payments being made payable at Ashland State Bank or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note together provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed in which event elections may be made at any time after the expiration of said three days, without notice, and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW HEREBY TO SECURE the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or 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 City of Chicago, County of Cook AND STATE OF ILLINOIS, to wit: Lot 17 (except the North 14 feet thereof) all in Lot 18 and the North 2 feet of Lot 19 in Block 26 in East Washington Heights a subdivision of the West 1/2 of the Northwest 1/4 and the Southwest 1/4 of Section 9, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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which, with the property hereinafter described, is referred to herein as the "premises."

Permanent Real Estate Index Number(s): 25-09-309-083-0000

Address(es) of Real Estate: 10042 S. Union Chicago, Illinois 60628

TOGETHER with all improvements, tenements, easements, 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 rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, motor beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar other apparatus, equipment or articles hereafter placed on the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, however, for the purposes set out 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, and all said rights and benefits Mortgagors do hereby expressly release and waive.

The name of a record owner is: Carey H. David, Jr. and Joyce B. David

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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors (theirs) and year first above written

Carey H. David, Jr. (Seal)  
CAREY H. DAVID, JR.

Joyce B. David (Seal)  
JOYCE B. DAVID

PLEASE PRINT (OR TYPE NAME(S))  
HELLOW SIGNATURE(S)

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 CAREY H. DAVID, JR. AND JOYCE B. DAVID, his wife as joint tenants

personally known to me to be the same person as whose name is here 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, including the release and waiver of the right of homestead.

Given under my hand and official seal this day of April 1993  
Commission expires Notary Public, State of Illinois  
This instrument was prepared by Commission Expires 10/1/95

OFFICIAL SEAL  
PATRICK D TYLER  
Notary Public, State of Illinois  
Commission Expires 10/1/95

day of April 1993  
Notary Public

Maid this instrument to  
(CITY) 364 (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO

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1. Mortgagors shall (1) keep said premises in good condition and repair, without waste, (2) promptly repair, rebuild or rebuild buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof, (4) 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 of the Trustee, furnish evidence of the discharge of such prime lien to Trustee or to holders of the note, (5) complete within a reasonable time and holding in the meantime or at any time in process of execution upon said premises, (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (7) make no material allegations in said premises except as required by law or municipal ordinances or as previously consented to in writing by the Trustee or holders of the note.

2. Mortgagors shall pay before any primary 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 holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest in the manner provided by statute, any tax or assessment which Mortgagors may incur or contract.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of rebuilding or repairing the same or to pay in full the indebtedness secured hereby, all in conformity satisfactory to the holders of the note, such policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such right to be evidenced by the insured mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holder 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. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or performance and be satisfied by a quiet of Mortgagors 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 on the premises, or pay any taxes or other charges from any tax sale or forfeiture affecting said premises or contract any tax or assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other money advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for such services, and any other which action herein authorized may be taken, shall be so much additional indebtedness secured hereby, and shall be secured and payable without notice of allocation thereon at the rate of nine per cent per annum, together with interest thereon, and shall be secured by a waiver of any right as to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby secured making any payment or performance as herein provided, shall not be liable for any loss or damage to or according to any bill, statement or estimate prepared from the appropriate public office, without objection in writing, or for any assessment or estimate of value of any tax, assessment, sale, forfeiture, tax lien or other charge thereon.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due, and when payment is made, shall be satisfied. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default of any kind in payment of principal or interest, or in case of default, shall occur and continue for three days in the performance of any other provisions of this Mortgage herein contained.

7. When the indebtedness hereby secured shall become due, whether by the terms of the note described or by operation of law, or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage. (a) Any suit to foreclose the lien hereof, shall be allowed, and include the costs, including the indebtedness in the decree for sale of real property, and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note, including attorneys' fees, Trustee's fees, appraiser's fees, conveyance, recording, and other expenses, and costs of evidence, stenographers, clerks, public accountants, and other which may be estimated as to items to be expended. (b) The duty of the decree of proceeding shall include a full and complete discharge of all liens, mortgages, guaranty policies, liens, certificates, and similar debts 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 holders of any sale which may be had pursuant to the decree, the title and condition of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall be come so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of nine per cent per annum, which paid or incurred by Trustee or holders of the note in connection with any action, suit or proceeding, including but not limited to, pre-judgment and post-judgment proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed, or by reason of any indebtedness secured, or (b) preparations for the commencement of any suit for the foreclosure hereof, or for the enforcement of such right, or for the enforcement of any debt, or for the preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereon, or for any suit actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, payment of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint 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 for redemption, whether there be redemption or not, as well as during any further time 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 appropriate in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court, in its decree, 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 (2) 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.

10. No action for the enforcement of the lien of this Trust Deed 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 or on the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times, and access thereon shall be permitted for that purpose.

12. 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 is not required to make any investigation satisfactory to him before exercising any power herein given.

13. 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 principal 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 principal 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 principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal 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 in which this instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder or Deeds of the county in which the premises are situated shall be 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.

15. 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 at any time liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No

Trustee

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