

UNOFFICIAL COPY

94725863

This Indenture, Made February 5th, 1994, between

COSMOPOLITAN NATIONAL BANK OF CHICAGO TRUST #21122 DATED 4/2/74

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 TEN THOUSAND & NO/100th (\$10,000.00)----- 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 5, 1994 on the balance of principal remaining from time to time unpaid at the rate of 8 per cent per annum in instalments as follows: NINETY & NO/100ths (\$90.00)----- Dollars/more on the 5th day of MARCH 1994 and NINETY & NO/100ths (\$90.00)----- Dollars/more on the 5th day of each and every month

DEPT-01 RECORDING \$29.50
160000 TRAH 7850 05/26/94 14:52:00
\$6510 + *--> 4--> 75863
COOK COUNTY RECORDER

54475863

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 5th day of FEBRUARY XXX2004. 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 10 1/2 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, 1457 W. BELMONT AVE., 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 SIXTY-ONE (61) AND SIXTY-TWO (62) IN BLOCK FIVE (5) IN PIERCE'S ADDITION TO HOLSTEIN IN THE NORTH HALF (N_{1/2}) OF THE SOUTH WEST QUARTER (SW_{1/4}) OF SECTION THIRTY-ONE (31), TOWNSHIP FORTY (40) NORTH, RANGE FOURTEEN (14), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 1922 NORTH WILMOT AVE., CHGO., IL 60647

PERMANENT TAX NO: 14-31-300-018-0000 (61) VOL. #533
14-31-300-019-0000 (62) VOL. #533

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 thereon or 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, 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.

29.50

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TRUST DEED

REMARKS

The Instalment Note mentioned in the within
Trust Deed has been identified herewith by
the trustee. REL #3850B

Charles B. Zeller, Jr.
(CHARLES B. ZELLER, JR.)

THIS INSTRUMENT PREPARED BY:

C. B. ZELLER
1457 WEST BELMONT
CHICAGO, IL 60657

PROPERTY ADDRESS

1922 WILMOT AVENUE
CHICAGO, ILLINOIS 60647

Charles B. Zeller, Jr.
C. B. ZELLER
1457 WEST BELMONT
CHICAGO, IL 60657

NOTARY PUBLIC

day of A.D. 19

GIVEN under my hand and Notarized Seal this

..... and acknowledge 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, signed, sealed and delivered the said instrument
..... and acknowledged that signed, sealed and delivered the said instrument
..... free and voluntary set, for the uses and purposes herein set
..... forth, including the release and waiver of the right of homestead,
..... met us for the uses and purposes herein set, for the uses and purposes herein set

DO HEREBY CERTIFY THAT

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

NOTARY OF COOK

STATE OF ILLINOIS

close whether or not actually commenced, or to preparations at 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 holders 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 conforms 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, is 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.

Witness the hand... and seal... of Mortgagors the day and year first above written.
Cosmopolitan Bank and Trust as Trustee under
Trust Number 21122 & not personally [seal] [SEAL.]
for signatures and exculpatory provisions see rider hereto attached which is
expressly incorporated herein and made a part hereof..... [SEAL.]

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(e) The Trustee or the holders of the note hereby require making any payment thereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented from the appropriate public office with-out inquiring into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture,

4. The Motoruggors hereby give exclusive authority to C. B. Zeller, Chicago, Illinois, to place all fire and extended coverage insurance for the full insurance, subject to the above described premises (but the said C. B. Zeller shall in no wise be liable for failure to place or renew such insurance), except policy or premium for five years, the Motoruggors hereby agree to pay to said C. B. Zeller the sum of one thousand dollars per year, paid semi-annually, during the term of such insurance, and until so paid, unless such cost is paid within sixty days after the date of the issuance of such insurance.

2. Manufacturers shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges applicable to the premises whereon any building, structure or equipment is erected, in the nature of double-rate receipts therefrom. To prevent default hereunder, manufacturers shall pay furnish to Trustee of Holders of the note double-rate receipts therefrom. The payment default hereunder, manufacturers shall pay in full under protest, in the manner provided by statute, any tax or assessment which after packages may desire to collect.

1. Afterglowes shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged to be destroyed; (2) keep said premises in good condition and repair, without undue delay, any damage or other loss or claims for loss not expressly authorized to the lessor before; (3) pay taxes and fees from time to time as or when due for taxes or claims for loss not expressly authorized to the lessor before; and (4) make no material alterations in said premises except as required by law or underplanned ordinance.

IT IS FURTHER FOUND AND AGED THAT

TO HAVE AND TO HOLD, the premises unto the said trustee, his successors and assigns, forever, for the purpose, and upon the uses and tenures herein set forth, free from all rights and benefits under and by virtue of the Homestead Law and upon the laws of the State of Illinois, which said rights and benefits the defendant expressly releases and waives.

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Trust Deed
This mortgage is executed by COSMOPOLITAN BANK AND TRUST, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, (and said COSMOPOLITAN BANK AND TRUST hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said COSMOPOLITAN BANK AND TRUST, either individually or as Trustee aforesaid, personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained all such liability if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as COSMOPOLITAN BANK AND TRUST, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders shall look solely

to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, COSMOPOLITAN BANK AND TRUST not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer _____ and its corporate seal to be hereunto affixed and attested by its Land Trust Administrator this 6th day of April, 1994.

COSMOPOLITAN BANK AND TRUST,
AS TRUSTEE AS AFORESAID & NOT PERSONALLY

ATTEST:

BY: Teri M. Doran BY: Ann Hucek-Burress
Land Trust Administrator Trust Officer

STATE OF ILLINOIS)) SS
COUNTY OF COOK)

94-175853

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Ann Hucek-Burress and Teri M. Doran of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Land Trust Administrator 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 COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Land Trust Administrator then and there acknowledged that said Land Trust Administrator's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of April, 1994.

Notary Public

Anna B Jankowski



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