



TRUST DEED UNOFFICIAL COPY

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CTTC 15

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made JULY 29, 1994 between THERESA M. OBRIEN, DIVORCED AND NOT SINCE REMARRIED

herein referred to as "Trustors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS Trustors are justly indebted to the legal holders of the Instalment Note (the "Note") made payable to THE ORDER OF BEARER and hereinafter described, said legal holder or holders being herein referred to as the "Holders of the Note"

- in the Total of Payments of \$ or
in the Principal or Actual Amount of Loan of \$ 33385.78 together with interest on unpaid balances of the Actual (Principal) Amount of Loan at the Rate of Charge set forth in the Note.

It is the intention hereof to secure the payment of the total indebtedness of Trustors to the Holders of the Note, within the limits prescribed herein whether the entire amount shall have been advanced to Trustors at the date hereof or at a later date.

NOW, THEREFORE, Trustors 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 Trustors 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 Trustee, its successors and assigns, the following described real property 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 7 IN BLOCK 10 IN ARCHER HIGHLANDS BEING H.H. WESSEL AND COMPANY'S SUBDIVISION OF THE WEST 1/2 OF THE NORTH EAST 1/4 (EXCEPT THE WEST 20 ACRES THEREOF) IN SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#19-10-225-033

DEPT-01 RECORDING \$28.50
T#0000 TRAN 8849 08/02/94 11:57:00
45084 CJ *-94-679031
COOK COUNTY RECORDER

94679031

THIS INSTRUMENT PREPARED BY
TED KELSO
6099 S ARCHER AVE
CHICAGO, IL 60638

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 Trustors 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 premises whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Trustors or their successors or assigns shall be considered as constituting part of the premises.

TO HAVE AND TO HOLD the premises unto 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 Trustors 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 trustors, their heirs, successors and assigns.

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

[SEAL] Theresa M. Obrien [SEAL]
[SEAL] [SEAL]

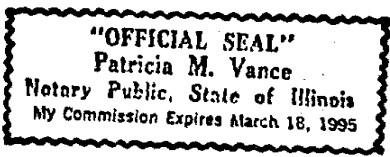
STATE OF ILLINOIS, I, PATRICIA M. VANCE
COUNTY OF COOK SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT THERESA M. OBRIEN

who ARE personally known to me to be the same person IS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that SHE signed, sealed and delivered the said Instrument as OF HER OWN free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29TH day of JULY, 19 94

Notarial Seal

Patricia M. Vance Notary Public



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MAIL TO:

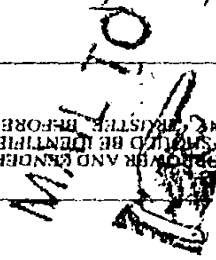
FOR REORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OR ABOVE
DESCRIBED PROPERTY HERE

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

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

ASSISTANT SECRETARY
CHICAGO TITLE AND TRUST COMPANY
BY _____
ASSISTANT VICE PRESIDENT

781154



1. Trustees shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from encumbrances or other liens or claims superior to the lien hereof; (c) keep said premises in good condition and repair, without waste, and free from encumbrances or other liens or claims superior to the lien hereof; (d) make no material alterations in said premises except as required by law or municipal ordinance.

2. Trustees hereinafter expressly covenanted and agreed to pay and keep current the monthly installments on any prior mortgage and to prevent any default thereunder. Trustees further agree that should any default be made in the payment of any installment of principal or any interest on the prior mortgage, or should any suit be commenced or other action taken to foreclose the prior mortgage, then the amount secured by this Trust Deed shall become due and payable in full at any time thereafter, at the option of the Trustee or the Holders of the Note and in accordance with the Note. Trustees shall pay in full under protest, in the manner provided by statute, any tax or assessment which the Note duplicate receipts hereof. To prevent default hereunder, Trustees shall pay in full under protest, in the manner provided by statute, any tax or assessment which the Note duplicate receipts hereof. To prevent default hereunder, Trustees shall pay in full under protest, in the manner provided by statute, any tax or assessment which the Note duplicate receipts hereof.

3. Trustees shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm (and flood damage, where the lender is required by law to have the loan insured) 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 in compliance with the provisions of the Note, under insurance policies payable, in case of loss or damage, to Trustees 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. Trustees shall deliver all policies, including additional and renewal policies, to the 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.

4. In case of default hereunder, Trustee or the Holders of the Note may, but need not, make any payment or perform any act heretofore required of Trustees in any form and manner deemed expedient, and may, but need not, make full or partial payments or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any lien or other prior lien or title or claim thereon, or redeem from any sale or forfeiture affecting said premises or contest any tax or assessment, Trustee or the Holders of the Note shall have the option to pay the scheduled monthly installments on any prior mortgage, and to the extent of the amount so paid, become subrogated to the rights of the Trustee or the Holders of the Note to protect the mortgage and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Trustee or the Holders of the Note to protect the mortgage 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 on account of any default hereunder on the part of Trustees.

5. 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 or estimate or into the validity of any bill, assessment, sale, forfeiture, tax lien or title or claim thereon.

6. Trustees shall, 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 Trustees, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, hereinafter, become due and payable, whether or not such indebtedness shall have matured or become payable in accordance with the terms hereof, at the option of the Trustee or the Holders of the Note, in the event of the death of one of the Trustees, the Holders of the Note or Trustee shall have the option to declare the unpaid balance of the indebtedness herein contained. In the event of the death of one of the Trustees, the Holders of the Note or Trustee shall have the option to declare the unpaid balance of the indebtedness herein contained.

7. When the indebtedness, hereinafter secured, shall become due and payable, Trustee or the Holders of the Note 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 the Holders of the Note for attorney's 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 (or portions of such abstracts of title, title searches and examinations, the insurance policies, forms and certificates, and similar data and assurances with respect to title as Trustee or the Holders of the Note may deem to be reasonably necessary, either to produce a such sale 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 from the date of the recording of this Trust Deed, if any, otherwise the promaturity 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 from the date of the recording of this Trust Deed, if any, otherwise the promaturity 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 from the date of the recording of this Trust Deed, if any, otherwise the promaturity of the title to or the value of the premises.

8. 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 proceeding, including all such items as are mentioned in the preceding paragraph hereof; second, all other liens 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 Trustees; their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose the lien hereof, the court in which such bill is filed may appoint a receiver for such premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Trustees at the time of application for such receiver and without regard to the then value of the premises or whether the same may be 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 time when Trustees, except for the intervention, 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: (a) The indebtedness secured hereon by or: (b) 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; (c) the deficiency in case of a sale and deficiency.

10. 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 imposing same in an action at law upon the secured Note. If Trustees voluntarily shall set or convey the premises, in whole or in part, or any interest in that premises or by some act or means divest themselves of title to the premises without obtaining the written consent of the Holders of the Note or Trustee, then the Holders of the Note or Trustee shall have the option to declare the unpaid balance of the indebtedness immediately due and payable, with interest thereon, from the date of the recording of this Trust Deed, if (a) the sale of the premises is permitted because the purchaser's creditworthiness is satisfactory to the Holders of the Note and (b) the purchaser, if required, an increase in the rate of interest payable under the Note. Terms prescribed by the Holders of the Note including, if required, an increase in the rate of interest payable under the Note.

11. Trustee or the Holders of the Note shall have the right to inspect the premises in all reasonable times and access thereto shall be permitted for that purpose. Authority of the signatory or signatories on the Note or Trust Deed, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given expressly obligated, or by the terms hereof, not be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require identification satisfactory to it before exercising any power herein given.

12. Trustee shall release this Trust Deed and the lien thereon 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, in its representative capacity, produces a receipt 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 persons herein designated as the makers hereof, and where the release is requested of the original trustee and which conforms to the description herein contained of the persons designated as makers hereof, it may accept as true without inquiry. Where a description of the persons herein designated as makers hereof, and where the release is requested of the original trustee and which conforms to the description herein contained of the persons herein designated as makers hereof, it may accept as true without inquiry. Where a description of the persons herein designated as makers hereof, and where the release is requested of the original trustee and which conforms to the description herein contained of the persons herein designated as makers hereof, it may accept as true without inquiry.

13. This Trust Deed and all provisions hereof, shall extend to and be binding upon Trustees and all persons claiming under or through Trustees, and the word "Trustees" in the Note or this Trust Deed shall include 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.

14. Before releasing this Trust Deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this Trust Deed.

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