



TRUST DEED  
781230

UNOFFICIAL COPY

94693069

CTTC 13

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made JULY 29 1994, between WARREN W. WALLS AND SHARON M. WALLS, HUSBAND AND WIFE, AS JOINT TENANTS

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 \$33557.91

THIRTY THREE THOUSAND FIVE HUNDRED FIFTY-SEVEN DOLLARS AND 91/100 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 \$61320.00 including interest in instalments as follows:

FIVE HUNDRED ELEVEN DOLLARS AND 00/100 Dollars or more on the 3rd day of SEPTEMBER 1994, and FIVE HUNDRED ELEVEN DOLLARS AND 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 3rd day of AUGUST 2004.

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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 3 IN BLOCK 11 IN RIDGELAND PARK ADDITION, A SUBDIVISION OF THAT PART LYING EAST OF AND ADJOINING CENTER LINE OF NEENAH BROOK OF THE NORTH 1/4 OF THE NORTHEAST 1/4 (EXCEPT THE SOUTH 352 FEET OF THE EAST 620 FEET IF SAID NORTH 1/4) OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 13, EAST TO THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID CENTER POINT OF THE NORTH LINE OF SAID SECTION, SECTION 6, A DISTANCE OF 758 FEET WEST OF THE NORTHEAST CORNER TO A POINT ON THE SOUTH LINE OF SAID NORTH 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, A DISTANCE OF 1229.75 FEET WEST OF THE SOUTHEAST CORNER, IN COOK COUNTY, ILLINOIS.

P.I.N. #24-06-204-016-0000  
6419 W. 88th  
Oak Lawn

DEPT-01 RECORDING \$23.30  
T#1111 TRAN 8195 08/05/94 1144900  
#0708 + 06 #94-693069  
COOK COUNTY RECORDER

94693069

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 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, air 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 hands and seals of Mortgagors the day and year first above written.  
WARREN W. WALLS (SEAL) SHARON M. WALLS (SEAL)

STATE OF ILLINOIS, I, \_\_\_\_\_ a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

WARREN W. WALLS AND SHARON M. WALLS who are personally known to me to be the same person whose names are 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 and deed for the uses and purposes therein set forth.  
MELODY L. BRITSMANN  
NOTARY PUBLIC STATE OF ILLINOIS  
DUPAGE COUNTY under my hand and Notarial Seal this 29th day of JULY 1994  
MY COMMISSION EXPIRES 10-29-97

Notarial Seal MELODY L. BRITSMANN Notary Public

23-87

Chicago, Illinois 60601  
171 N. Clark Street  
Ball Location 09RT

Chicago Title and Trust Company

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

Assistant Secretary/Assistant Vice President

BY *[Signature]*  
CHICAGO TITLE AND TRUST COMPANY  
Trustee

Identification No. 781230

IMPORTANT!  
ON THE PROTECTION OF BOTH THE BORROWER AND  
UNDER THE INSTALLMENT NOTE SECURED BY THIS  
MUST BE IDENTIFIED BY CHICAGO TITLE  
AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST  
IS FILED FOR RECORD

MAIL TO



1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss of damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan insured under policies providing for payment of the cost of repairing or rebuilding the premises insured against loss of damage by fire, lightning or windstorm and flood damage by the mortgagee. (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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 exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay before any penalty attached all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holder of the note duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss of damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan insured under policies providing for payment of the cost of repairing or rebuilding the premises insured against loss of damage by fire, lightning or windstorm and flood damage by the mortgagee. (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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 exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

4. Mortgages shall pay each item of indebtedness herein mentioned, when due according to the terms hereof, at the option of the holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in the Trust Deed to the contrary, become due and payable immediately, less unreserved charges, in the case of default in making payment of any installment on the note.

5. 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, attorneys' charges, publication costs and examinations, and the cost of insurance policies, fire and marine policies, and similar data and expenses 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.

6. 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 liens which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, their heirs, legal representatives or assigns, whether their rights may appear.

7. 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 Mortgages 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 full amount of such rents, issues and profits, and all other powers which when Mortgages, except for the statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgages, except for the statutory period of such redemption, 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 or in part of: (a) The period 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 hereby, or by any other 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; (b) the deficiency in case of a sale and deficiency.

8. No action for the enforcement of the lien or 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.

9. 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.

10. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the parties on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein expressed, unless expressly obligated 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 independent 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, thereon by a prior trustee hereunder or which conforms with the description herein contained of the note and which purports to be placed thereon by a prior trustee hereunder or which conforms with the genuine note herein described, any note which purports to be placed thereon by a successor trustee may accept as the genuine note herein described, and a release is requested of a successor trustee, placed its identification number on the note described herein, it 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 the makers thereof, and where a release is requested of the original trustee and it has never been recorded or filed, in case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

11. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons claiming under or through Mortgages, and any part thereof, whether or not such persons shall have executed the note or the Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

12. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds of the county in which this instrument shall have been recorded or filed, in case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

13. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons claiming under or through Mortgages, and any part thereof, whether or not such persons shall have executed the note or the Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" 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 its rate schedule in effect when the release of this trust 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.

9469369

Property