

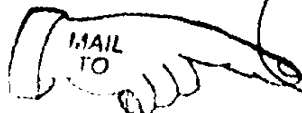


TRUST DEED

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BOX 260

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 26, 1994, between DIMITRIOS I. MANTIS and HELEN MANTIS, his wife

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

One Hundred Thirty Thousand (130,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date on the balance of principal remaining from time to time unpaid at the rate of 9 percent per annum in instalments (including principal and interest) as follows:

One Thousand Six Hundred Forty-Six & 79/100 (\$1,646.79) --- Dollars or more on the 1st day of September 1994, and One Thousand Six Hundred Forty-Six & 79/100 (\$1,646.79) or more on the 1st 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 1st day of August, 1999. 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 12 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 Hyde Park Management, 5337 South Hyde Park Blvd., Chicago, Illinois 60615

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, 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 Village of Arlington Heights COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOT 35 IN BLOCK 8 IN BERKLEY SQUARE UNIT 8, A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 27, 1968 AS DOCUMENT NUMBER 20597525, IN COOK COUNTY, ILLINOIS.

P. I. N. NUMBER: 03-07-416-035

COMMON ADDRESS: 703 HACKBERRY, ARLINGTON HEIGHTS, ILLINOIS 60004

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, in-door 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.

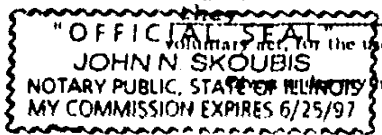
WITNESS the hands and seal of Mortgagors the day and year first above written.

DIMITRIOS I. MANTIS [SEAL] HELEN MANTIS [SEAL]

Instrument Prepared By: Bill George, JLS & Wacker Dr, Sec. 2675, Chgo. IL 60606

STATE OF ILLINOIS, I, JOHN N. SKOUBIS, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Dimitrios I. Mantis and Helen Mantis, his wife

who are personally known to me to be the same person, whose name 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.



Notarial Seal this 26th day of July 1994

John N. Skoubis Notary Public

Notarial Seal

ATTORNEYS TITLE COMPANY FUND, INC

29.00

MAIL TO: Bill George Scotts, Esq. 311 South Wacker Drive, Suite 2675

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

703 Jackberry

Assistant Secretary/Assistant Vice President

By *Shirley L. Campbell* Trustee, CHICAGO TITLE AND TRUST COMPANY

Identification No. 280002

FOR THE PROTECTION OF BOTH THE BORROWER AND TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

1. Mortgages shall (a) promptly repair, restore or rebuild any building 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 mechanics or other liens or claims for ten not expressly subordinated to the lien hereof; and upon request exhibit satisfactory evidence of the discharge of such prior lien or charge on the premises superior to the lien hereof; and upon request within a reasonable time any building or improvements on the premises and the use thereof; (c) make no material alterations in said premises except as required by law or municipal ordinance; (d) comply with all requirements of law or municipal ordinance; (e) pay all 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 any tax duplicate receipts hereof. 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.

2. Mortgages shall pay charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note any tax duplicate receipts hereof. 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 on said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for ten not expressly subordinated to the lien hereof; and upon request exhibit satisfactory evidence of the discharge of such prior lien or charge on the premises superior to the lien hereof; and upon request within a reasonable time any building or improvements on the premises and the use thereof; (c) make no material alterations in said premises except as required by law or municipal ordinance; (d) comply with all requirements of law or municipal ordinance; (e) pay all 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 any tax duplicate receipts hereof. 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.

4. In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgages 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 or title or claim hereof, or redeem from any tax sale or foreclosure sale, and pay all expenses, disbursements, commissions or other prior fees or title or claim hereof, or authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Trustee or the holders of the note to protect the mortgagee's premises and the lien hereof, plus a reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note. The holder of the note may, but need not, make any payment or perform any act hereunder required of Mortgages 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 or title or claim hereof, or authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Trustee or the holders of the note to protect the mortgagee's premises and the lien hereof, plus a reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note.

5. The Trustee or the holders of the note hereby authorized making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate provided from the appropriate public office without inquiry into the accuracy of such bill, and may, but need not, make any payment or perform any act hereunder required of Mortgages 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 or title or claim hereof, or authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Trustee or the holders of the note to protect the mortgagee's premises and the lien hereof, plus a reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note.

6. Mortgages shall pay each item of indebtedness hereon mentioned, both principal and interest, when due according to the terms hereof, and shall, upon written request, furnish to Trustee or to holders of the note any tax duplicate receipts hereof. 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.

7. 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 all expenses, disbursements, commissions or other prior fees or title or claim hereof, or authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Trustee or the holders of the note to protect the mortgagee's premises and the lien hereof, plus a reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note.

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 incidental 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, which will interest in the premises as herein provided, third, all principal and interest to be unpaid on the note; fourth, any overplus to Mortgages, 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 of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the agency or insolvency of said premises. The receiver shall have the right to take possession of the premises and to sell the same, and the proceeds of such sale shall be applied to the payment of the debt secured by the note, and the balance of the proceeds shall be distributed to the holders of the note in accordance with their respective interests in the premises.

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 interposing claim in an action at law upon 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 thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signature or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to execute any power herein given unless expressly obtained by the terms hereof, nor shall Trustee 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 to it before exercising any power herein given.

13. 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 and a satisfaction of the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon 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 person named in the instrument in writing filed in the office of the Recorder or Registrar of Titles 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 herein given Trustee.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles 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 herein given Trustee.

15. 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 liable for the payment of the note, when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. 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.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

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RIDER TO TRUST DEED

FOR THE PROPERTY COMMONLY KNOWN AS 703 HACKBERRY, ARLINGTON HEIGHTS, ILLINOIS 60004, BY AND BETWEEN DIMITRIOS I. MANTIS AND HELEN MANTIS, HEREIN REFERRED TO AS "FIRST PARTY" AND CHICAGO TITLE AND TRUST COMPANY, AN ILLINOIS CORPORATION, HEREIN REFERRED TO AS "TRUSTEE", "MORTGAGEE" OR "LENDER"

1. **CONFLICT:** Should any conflict between the terms contained in this Rider and the preprinted terms contained in the Trust Deed exist, then the terms of this attached Rider shall govern over any such conflicts.

2. **TRANSFER OF THE PROPERTY:** If all or any part of the Property or any interest in it is sold or transferred, without Mortgagee's prior written consent, Trustee may, at its option, require immediate payment in full of all sums secured by this Trust Deed. However, this option shall not be exercised by Trustee if exercise is prohibited by federal law as of the date of this Trust Deed.

If Trustee exercises this option, Trustee shall give the First Party notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which First Party must pay all sums secured by this Trust Deed. If First Party fails to pay these sums prior to the expiration of this period, Trustee may invoke any remedies permitted by this Trust Deed without further notice or demand on First Party.

3. **COLLECTION AGENT:** The Mortgagee shall, at its option, from time to time designate a party to act as its collection agent. It is understood and agreed that the Collection Agent may more than likely be a banking agent or an account set up at a bank in order to accommodate the distribution of proceeds of the loan or to collect such proceeds as the case shall exist. The Collection Agent shall also undertake the responsibility of the payment of all real estate taxes for the subject loan. The Collection Agent shall, at the direction of the Mortgagee, make all payments of real estate taxes and forward within a ten (10) day period, proof of payment that taxes have, in fact, been paid.

4. **DEFINITIONS:** It is understood and agreed that "Trustee", "Lender" and "Mortgagee" shall be used interchangeably throughout the term of this Trust Deed and Rider.

5. **DAMAGE TO PREMISE:** The First Party will give the Mortgagee, each Holder and the Collection Agent prompt notice of any damage to or destruction of the Premises, and:

(a) In case of loss covered by policies of insurance, the Holder (or, after entry of decree for foreclosure, the purchase at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and adjust any

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claim under such policies without the consent of the First Party, or (ii) allow the First Party to agree with the insurance company or companies on the amount to be paid upon the loss; provided, that the First Party may itself adjust losses aggregating not in excess of Fifty Thousand (\$50,000.00) Dollars, and provided further that in any case the Trustee (at the direction of the Holder or the Collection Agent on its behalf, if so directed) shall, and is hereby authorized, to collect and receipt for any such insurance proceeds; and the expenses incurred by the Trustee, Holder or Collection Agent in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness Hereby Secured, and shall be reimbursed to Holder upon demand.

(b) In the event of any insured damage to or destruction of the Premises or any part hereof (herein called an "Insured Casualty"), the Holder (or the Collection Agent on its behalf) may, at its election either:

(i) Apply the proceeds of insurance to reimburse the First Party for the cost of restoring, repairing, replacing or rebuilding the Premises or part thereof subject to Insured Casualty; and in such case the First Party hereby covenants and agrees forthwith to commence and to diligently prosecute such restoring, repairing, replacing or rebuilding; provided always that the First Party shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the proceeds of insurance; or, if First Party shall elect not to restore, repair, replace or rebuild, then Trustee shall: (ii) Apply the proceeds of insurance consequent upon an Insured Casualty to the Indebtedness Hereby Secured, in such order or manner as the Holder may elect, but no prepayment premium or penalty shall be applicable to any such application provided, that in such case Mortgagor shall not be obligated to restore, repair, replace or rebuild the Insured Casualty.

(c) In the event that proceeds of insurance, if any, shall be made available to the First Party for the restoring, repairing or rebuilding of the Premises, the First Party hereby covenants to restore, repair, replace or rebuild the same to be of at least equal value, and of substantially the same character as prior to such damage or destruction; all to be effected in accordance with plans and specifications to be first submitted to and approved by the Holder.

6. DISTRIBUTION OF INSURANCE PROCEEDS: In the event the First Party is entitled to reimbursement out of insurance proceeds held by the Holder (or the Collection Agent on its behalf):

(a) Such proceeds shall be disbursed from time to time upon the Holder being furnished with satisfactory evidence of the estimated cost of completion of the restoration, repair, replacement

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and rebuilding together with funds (or assurances satisfactory to the Holder that such funds are available) sufficient in addition to the available proceeds of insurance, to complete the proposed restoration, repair, replacement, and rebuilding and with such architect's certificates, waivers of lien, contractors' sworn statements and such other evidence of cost and of payment as the Holder may reasonably require and approve;

(b) The Holder may, in any event, require that all plans and specifications for such restoration, repair, replacement, and rebuilding be submitted to and approved by the Holder prior to commencement of work;

(c) No payment made prior to the final completion of the restoration, repair, replacement or rebuilding shall exceed ninety (90%) percent of the value of the work performed from time to time;

(d) Funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds;

(e) At all times the undisbursed balance of such proceeds remaining in the hands of the Holder or the Collection Agent, together with funds deposited for the purpose or irrevocably committed to the satisfaction of the Holder by or on behalf of the First Party for the purpose, shall be at least sufficient in the reasonable judgment of the Holder to pay for the cost of completion of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien;

(f) No interest shall be allowed to the First Party on account of any proceeds of insurance or other funds held in the hands of the Holder or the Collection Agent;

(g) The Holder may in any event require title insurance in connection with each disbursement of insurance proceeds, assuring to the Holder's satisfaction that this Mortgage remains a prior lien upon the Premises subject only to matters existing at the time of initial disbursement of the Indebtedness Hereby Secured, which title insurance shall specifically insure against mechanics' and materialmen's liens arising in connection with the restoration, repair, replacement and rebuilding;

(h) If after completion of and payment of all costs or restoration, repair, replacement and rebuilding any proceeds of insurance remain unexpended, such unexpended proceeds shall be applied first to reimburse First Party for any funds advanced by First Party in payment of such costs and any remainder shall be applied by Trustee upon the Indebtedness Hereby Secured without prepayment premium as penalty.

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7. **HOLDER IN POSSESSION:** Nothing herein contained shall be construed as constituting the Trustee or any Holder as a holder in possession.

Signed and Sealed the same day written in the attached Trust Deed.

FIRST PARTY:

Dimitris
DIMITRIOS I. MANTIS

Helen Mantis
HELEN MANTIS

DATED: 7-26-94

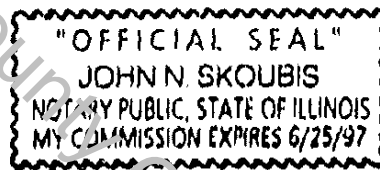
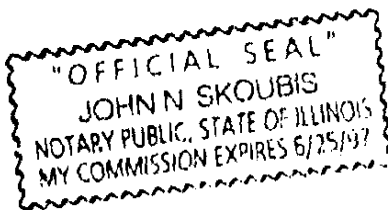
DATED: 7-26-94

SUBSCRIBED and SWORN
to me this 26th day
of July, 1994

SUBSCRIBED and SWORN
to me this 26th day
of July, 1994

John N. Skoubis
Notary Public

John N. Skoubis
Notary Public



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