



780368  
TRUST DEED

UNOFFICIAL COPY

94728357

Box 260

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made JUNE 24, 1994, between

ALBERT F. THOMPSON AND MARY JANE THOMPSON

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

EIGHTEEN THOUSAND DOLLARS (\$18,000.00) 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 JUNE 24, 1994 on the balance of principal remaining from time to time unpaid at the rate of NINE percent per annum in instalments (including principal and interest) as follows:

ONE HUNDRED FORTY-FOUR and EIGHTY-FOUR CENTS Dollars or more on the ONE day of AUGUST 1, 1994 and \$144.84 Dollars 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 15th day of JUNE, 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 TWELVE 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 AARON SPIVACK, 308 W. ERIE in said City, CHICAGO, ILLINOIS.

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 CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

THE EAST 25 FEET OF LOT 10 IN BLOCK 1 AND THE EAST 25 FEET OF SUB-LOT 5 IN YOUNG'S SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF LOT 10 IN PART SOUTH OF ALLEY OF LOT 7 ALL IN BLOCK 1 IN BORDENS SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF DEPT-CO-RECORDING T00014 TRAN 2478 08/17/94 09:35:00 \$23.00 \$5795 + AR # -94 - 728357 COOK COUNTY RECORDER

In the event the property described herein is sold, conveyed, transferred or assigned, the Note secured by this Trust Deed will be immediately due and payable

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 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 Law 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.

Albert F. Thompson (SEAL) Mary Jane Thompson (SEAL)

STATE OF ILLINOIS, I, Joanne Gleason, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Albert F. Thompson and Mary Jane Thompson

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that JOANNE GLEASON for the uses and purposes therein set forth signed, sealed and delivered the said instrument as their free and voluntary act and deed. My Commission Expires 8/16/99. 24th day of June 1994. Joanne Gleason Notary Public

Notarial Seal

This instrument prepared by: A. Spivack, 308 W. Erie, Chicago, La. 60610

ATTORNEYS TITLE GUARANTY FUND, INC.

94728357

2300 Q

UNOFFICIAL COPY

Chicago Title & Trust Company

WALTER S. ...  
CHICAGO TITLE & TRUST COMPANY

MAIL TO:

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

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

CHICAGO TITLE AND TRUST COMPANY  
Identification No. 280668

1. Mortgages shall (a) promptly repair, restore or rebuild any building or improvement now or hereafter situated on said premises insured against loss or damage by fire, become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from encumbrances or other liens or claims for lien or not be expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises hereof, and upon request, furnish to Trustee or to holder of the note service charges and other charges against the premises, and shall pay special taxes, special assessments, water charges, sewer material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay before any penalty 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 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 or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan so insured, and shall pay in full the indebtedness incurred hereby, all in compliance with the terms of the mortgage, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewed policies not less than ten days prior to the respective date of expiration.

4. In case of default hereunder, Trustee or the holder of the note may, but need not, make any payment or perform any act hereunder or equated 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 lien or lien of claim thereon, or acquire of Mortgages from any tax sale or foreclosure and perfect said premises or contents of or any other property of Mortgages, and may, but need not, make any payment or perform any act hereunder or equated of Mortgages in any form and manner deemed expedient, making any payment hereby authorized and collected in full or in part, and may do so according to any bill, statement or estimate presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate.

5. The Trustee or the holder of the note hereby acquired making any payment hereby authorized and collected in full or in part, and may do so according to any bill, statement or estimate presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate, may do so in a manner or form of his own choosing, and shall be deemed to have paid the same to the proper authorities, and shall not be liable for any error or omission hereunder.

6. Mortgages shall pay each month of indebtedness hereunder, both principal and interest, when due according to the terms hereof, notwithstanding any lien or claim in the note or in this Trust Deed to the contrary, and shall pay interest, taxes, assessments, and other charges on the premises, when due according to the terms hereof, and shall pay each month of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other obligation of Mortgages hereunder.

7. When the indebtedness hereunder is secured by a mortgage, the holder 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 expenses, including attorney's fees, costs and disbursements, and expenses which may be paid or incurred by or on behalf of Trustee or holder of the note for attorney's fees, Trustee's fee, appraiser's fee, and expenses for documentation and expert evidence, and other charges, publication costs and costs which may be estimated as to terms to be expended after entry of the decree of foreclosure or of proceeding with respect to the mortgage and examination, and other data and matters with respect to the Trustee or holder of the note and examination, and such other data and matters as may be deemed necessary to carry out the purpose of the foreclosure or of proceeding with respect to the mortgage and examination, and such other data and matters as may be deemed necessary to carry out the purpose of the foreclosure or of proceeding with respect to the mortgage and examination, and such other data and matters as may be deemed necessary to carry out the purpose of the foreclosure or of proceeding with respect to the mortgage and examination.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, an amount of all costs and expenses incident to the foreclosure proceedings, including all charges as are mentioned in the preceding paragraph hereof; second, all other liens which under the terms hereof are secured by a lien on the premises, including all liens mentioned in the preceding paragraph hereof; third, the principal and interest on the note, with interest, as provided herein, and as to the balance of the proceeds, the holder of the note shall have the right to receive the same.

9. Upon the receipt of a bill to foreclose the lien hereof, the court in which such bill is filed may appoint a receiver of the premises, and may, but need not, make any payment or perform any act hereunder or equated of Mortgages in any form and manner deemed expedient, and may, but need not, make any payment or perform any act hereunder or equated of Mortgages in any form and manner deemed expedient, making any payment hereby authorized and collected in full or in part, and may do so according to any bill, statement or estimate presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate.

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 intervening in an action at law upon the note hereby secured.

11. Trustee or the holder of the note shall have the right to inspect the premises, at all reasonable times and places, therefor, 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 mortgages or the identity, capacity, or authority of the signatories of the note or Trust Deed, nor shall Trustee be obligated to record the Trust Deed or to execute any power hereunder unless expressly obligated by the terms hereof, and it may require indemnities to be executed by the person herein designated as maker thereof.

13. Trustee may retain by instrument in writing filed in the office of the Recorder or Registrar of Titles in which the 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 provided for Trustee.

14. 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 or through Mortgages, or any part thereof, whether or not such persons have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

15. Before entering this Trust Deed, Trustee or Successor shall receive for its services a fee as determined by its rate schedule in effect when the note is made, and a fee for recording this Trust Deed. Trustee or Successor shall be entitled to reasonable compensation for any other act or service performed under any provision 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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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

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