

UNOFFICIAL COPY

TRUST DEED

781869

94850818

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 23, 19 94, between

Benito A. Escalona and Nilda G. Escalona, 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 Forty Eight Thousand and 00/100 (\$148,000.00)

Dollars.

evidenced by one certain instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER Niranjn Kumar Baroi and Tripti Kana Baroi, his wife

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from September 23, 1994 on the balance of principal remaining from time to time unpaid at the rate of 8.5 per cent per annum in instalments (including principal and interest) as follows:

One Thousand Two Hundred Eighty Four and 39/100 (1283.39) Dollars or more on the 1st day of November 19 94 and One Thousand Two Hundred Eighty Four 39/100 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 1st day of October, 2001. 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 8.5 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 Niranjn Kumar and Tripti Kana Baroi 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, 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:

Lot 1 and the East 10 Feet of Lot 2 in Widmer's Subdivision of Lot 4 in part of the Town of Bowmanville being the North 20 acres of the West 1/2 of the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

7522753 02 156

P I N: 13-12-400-006

94850818

SEPT-11 23.50
T#0013 TRAN 9403 09/30/94 15:10:00
#5923 #AP *-94-850818
COOK COUNTY RECORDER

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 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, 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 hand and seal of Mortgagors the day and year first above written.

X Benito A. Escalona [SEAL] X Nilda G. Escalona [SEAL]

STATE OF ILLINOIS, I, Bartley F. Goldberg, a Notary Public in and for and residing in said County, in the State aforesaid. DO HEREBY CERTIFY THAT Benito A. Escalona and Nilda G. Escalona, his wife

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 they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

OFFICIAL SEAL BARTLEY F. GOLDBERG Notary Public, State of Illinois My Commission Expires: 10/19/94

23rd day of September 19 94. Notary Public

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

CHICAGO TITLE AND TRUST COMPANY, Inc. Trust Officers: William K. Brown, Vice President

781859 Identification No

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

1. Mortgages shall, as promptly repair, restore or rebuild any buildings or 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 insured) under policies providing for payment by the insurance companies of amounts sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee 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, and shall deliver all policies not later than ten days prior to the respective dates of expiration.

2. Trustee of the note may, but need not, make any payment or perform any act heretofore 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 claim in respect of, or redeem from any tax sale or foreclosure affecting said premises or contract any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be taken, and with interest thereon at a rate equivalent to the post maturity rate set forth in the note immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note if any, otherwise the pre maturity rate set forth herein. Trustee or holders of the note shall never be considered as a warrant of any right accruing to them on account of any default hereunder on the part of Mortgages.

3. Trustee 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 or invoice procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, forfeiture, tax lien or claim hereof.

4. Mortgages shall pay 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 Mortgages, all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything appearing in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any of the covenants of the Mortgages herein contained.

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, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenses and costs which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, stenographers, charges, publication costs and examinations, title insurance policies, foreclosures, real estate brokers' commissions, and similar data and assurances 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 status of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured by the note and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this Trust Deed, if any, otherwise the pre maturity rate set forth herein. Trustee or holders of the note shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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, or statute, or otherwise, are superior to the lien of the note, with interest thereon as herein provided; third, all principal and interest, including unpaid on the note, fourth, any overplus to Mortgages, their heirs, legal representatives or assigns, as 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 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 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 Mortgages, 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 granted 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 decree foreclosing this Trust Deed, or any part, special assessment or other lien which may be or become a lien hereof or of such decree, provided such application is made (a) to foreclose sale; (b) the deficiency in case of a sale and deficiency; (c) the lien hereof or of such decree, provided such application is made (a) to foreclose sale; (b) the deficiency in case of a sale and deficiency.

8. No action for the enforcement of the lien 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.

9. Trustee 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 signatories on the note or Trust Deed, nor shall Trustee be obligated to record this Trust Deed or to exercise any power expressly or impliedly granted by the terms hereof, nor 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 indemnities satisfactory to it before exercising any power herein given.

11. Trustee shall release this Trust Deed and the lien hereof 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 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 designated with the description hereof and which purports to be placed in them by a prior trustee hereunder or which contains in substance with the description hereof any note which bears an identification number purporting to be placed in such successor trustee which conforms in substance with the description herein contained of the note and which purports to be placed in them by a prior trustee designated as the maker hereof, and where the genuine note herein designated 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 person herein designated as the maker hereof, it may accept as the genuine note herein designated 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 person herein designated as the maker hereof. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds of the State of Illinois 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.

12. 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 indebtedness or any part thereof, whether or not such persons shall 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.

13. 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.

Case 0518 781859