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TRUST DEED

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

782118

1994 OCT 28 PM 3:01

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 27, 1994, between

Steven Johnson ~~Trustee~~  
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  
Ten Thousand and 00/100-----

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 October 27, 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 Hundred Twenty Four and 00/100----- Dollars or more on the 1st day of December 1994 and One Hundred Twenty Four & 00/100----- 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 November, 2004. 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 Robert Vogt 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 21 in Block 44 in Chicago University subdivision of the South 1/2 of the Northeast 1/4 and the West 3/4 of the South 1/2 of the North 1/2 of the Northeast 1/4 and the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 in Section 7, Township 38 North, range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 4950 S. Wood Chgo. 60609  
P.N. 20-07-219-038

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

Steven Johnson [ SEAL ] [ SEAL ]  
[ SEAL ] [ SEAL ]

STATE OF ILLINOIS, I, the undersigned  
SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY  
County of Cook THAT Steven Johnson

who personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth.  
My Commission Expires July 25, 1995  
Given under my hand and Notarial Seal this 27th day of October 19 94

Notarial Seal

Robert A. Kennedy Notary Public

BOX 333-CTI

Vertical handwritten notes on the left margin.

Vertical handwritten notes on the right margin.

Vertical handwritten notes on the right margin.

UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BOX NUMBER 1

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
4950 S WOOD  
CHICAGO, ILL

ROBERT J KENNEDY  
4950 S WESTERN  
CHICAGO, ILL

MAIL TO:

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

Chicago Title and Trust Company,  
Trustee  
By: *[Signature]*  
Assistant Secretary/Assistant Vice President  
Identification No. 182118

1. Mortgagee shall 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 the loan so insured) under policies providing for payment by the insurance companies of monies sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies 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, 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 dates of expiration.

4. In case of default by the holders of the note, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagee 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 (hereof, or hereunder) from any tax or forfeiture affecting said premises or consist 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 the holder of the note to protect the mortgagee's interest in the premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate equivalent to the post maturity rate set forth in the note considering this trust deed, if any, otherwise the pre-maturity rate set forth therein. In case of Trustee or holder of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagee.

5. The Trustee or the holder of the note hereby secured making any payment 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, statement or estimate, or into the validity of any tax, assessment, sale, forfeiture, tax lien or claim (hereof, or hereunder).

6. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any provision in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in the making payment of any part of the principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any part of the obligations of the Mortgagee herein contained.

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 an additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holder of the note for attorneys' fees, Trustee's fees, appraiser's fee, outlays for documentary and expert witness, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holder of the note may deem to be reasonably necessary for purposes of the note, 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. All expenditures and expenses of the nature in this paragraph mentioned shall become due and payable immediately upon completion of the sale of the premises, and shall be paid to the holder of the note at the time of such sale.

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 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 in priority 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 Mortgagee, 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 property or of any part thereof, with or without notice, without regard to the solvency or insolvency of the Mortgages or of any part thereof, and may cause a receiver to be appointed in such case as the court may deem proper, and may appoint a receiver of the Mortgages or of any part thereof, with or without notice, without regard to the solvency or insolvency of the Mortgages or of any part thereof, and may cause a receiver to be appointed in such case as the court may deem proper, and may appoint a receiver of the Mortgages or of any part thereof, with or without notice, without regard to the solvency or insolvency of the Mortgages or of any part thereof, and may cause a receiver to be appointed in such case as the court may deem proper.

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 same in an action brought upon the note hereby secured.

11. Trustee or the holder of the note shall have the right to inspect the premises, at 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 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 herein given unless expressly obligated by the terms hereof, nor be held 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.

13. Trustee shall release this trust deed and the lien thereof 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, and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing the same, and all indebtedness secured by such successors trustee may accept as true without inquiry. Where a release is required of a successor trustee, the release shall be executed by a prior trustee hereunder or which conforms with the description herein contained of the original note and which purports to be executed by the person designated as the maker thereof; and where the release is requested of the original note and which purports to be executed by the person designated as the maker thereof, it may accept as the genuine note herein described any note which may be placed in the hands of the original note or of any successor trustee, and which purports to be placed thereon by a prior trustee hereunder or which conforms with the description herein contained of the original note and which purports to be executed by the person designated as the maker thereof.

14. 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, transfer or refusal to act of Trustee, the then Recorder of Deeds of the County in which this instrument is recorded or filed shall appoint a successor in Trust, Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used hereunder shall include all such persons and all persons liable for the payment of or through or by Mortgagee, and the word "Mortgagee" when used hereunder shall include all such persons and all persons liable for the payment of or through or by Mortgagee, and the word "Mortgagee" when used hereunder shall include all such persons and all persons liable for the payment of or through or by Mortgagee.

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 Trustee 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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