



# TRUST DEED UNOFFICIAL COPY

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 7, 19 94, between

Lee A. Smith and Clementine Smith, his wife, in Joint tenancy

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 Thirty Six Thousand Six Hundred Twenty Nine Dollars & 37/100 (\$36,629.37)

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 on the balance of principal remaining from time to time unpaid at the rate of 19.98% per cent per annum in instalments (including principal and interest) as follows:

Seven Hundred Seven Dollars & 39/100 (\$707.39) Dollars or more on the 11th day of Dec. 19 94, and Seven hundred seven & 39/100 (707.39) Dollars or more on

the 11th 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 11th 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 19.98% 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 Smith Rothchild Financial Company, 221 N. LaSalle Street Suite 1300, Chicago, IL 60601

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:

818-820 E. 106th St., CHICAGO, IL

Lot 24 in Block 2 in the 1st addition to the Original Town of Pullman, being a subdivision of the West 363.7 feet of the South 1/2 of the North 1/2 of the Northwest 1/4 of Section 14, Also the West 363.7 feet of the North 1/2 of the South 1/2 of the Northwest 1/4 of said Section 14, all in Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-01 RECORDING \$31.00  
T#0011 TRAN 4610 11/16/94 10:00:00  
#6249 + RV #-94-972053  
COOK COUNTY RECORDER

PIN#25-14-102-051

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 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 Lee A. Smith (SEAL) X Clementine Smith (SEAL)  
Lee A Smith Clementine Smith (SEAL)

STATE OF ILLINOIS, } ss. Lorraine Bereta  
County of Cook } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Lee A. Smith & Clementine Smith his wife in Joint

tenancy who s personally known to me to be the same person s whose name 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" under my hand and Notarial Seal this 7th day of November 19 94.

LORRAINE BERETA Notary Public, State of Illinois My Commission Expires 9-14-98 Lorraine Bereta Notary Public

BOX 169 9/1



RECEIVED 11/16/94

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Property of Cook County Clerk's Office

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## RIDER TO TRUST DEED

THIS RIDER is attached to and forms a part of that certain Trust Deed of even date herewith, from the undersigned ("Mortgagor") to Chicago Title & Trust Co. as Trustee ("Trustee") to secure an Installment Note executed by the undersigned in the principal sum of Thirty Six Thousand Six Hundred Twenty Nine & 37/100 (\$36,629.37) Dollars (the "Note") and in the event of any conflict or ambiguity between the provisions of the Rider and the provisions of the printed form Trust Deed to which this Rider is attached, the provisions of this Rider shall control.

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Mortgagor shall promptly pay when due the payments on the debt evidenced by the Note and any prepayment and the late charges due under the Note.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Trustee shall be applied; first, to late charges due under the Note; second, to prepayment charges due under the Note, third, to interest due; and last, to principal due.

3. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Premises, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Trustee.

In the event of a total taking of the Premises, the proceeds shall be applied to the sums secured by the Trust Deed whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the Premises, unless Mortgagor and Trustee otherwise agree in writing, the sums secured by the Trust Deed shall be reduced by the amount of the proceeds multiplied by the following fraction; (a) the total amount of the sums secured immediately before the taking divided by (b) the fair market value of the Premises immediately before the taking. Any balance shall be paid to Mortgagor.

If the Premises is abandoned, or if, after notice by Trustee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Trustee within 30 days after the date that the notice is given, Trustee is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Premises or to the sums secured by the Trust Deed, whether or not then due.

Unless Trustee and Mortgagor otherwise agree in writing any application of proceeds to the principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of such payments.

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4. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of the Trust Deed shall bind and benefit the successors and assigns of Trustee and Mortgagor, subject to the provisions of paragraph 10. Mortgagor's covenants and agreements shall be joint and several. Any Mortgagor who co-signs the Trust Deed but does not execute the Note: (a) is co-signing the Trust Deed only to mortgage, grant and convey Mortgagor's interest in the Premises under the terms of the Trust Deed; (b) is not personally obligated to pay the sums secured by the Trust Deed; and (c) agrees that Trustee and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Trust Deed or the Note without that Mortgagor's consent.

5. Loan Charges. If the loan secured by the Trust Deed is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then; (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagor which exceeded permitted limits will be refunded to Mortgagor. Trustee may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Mortgagor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

6. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provisions of the Note or the Trust Deed unenforceable according to its terms, Trustee, at its option, may require immediate payment in full of all sums secured by the Trust Deed and may invoke any remedies permitted by paragraph 11 hereof.

7. Notices. Any notice to Mortgagor provided for in the Trust Deed shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Premises or any other address Mortgagor designates by written notice to Trustee. Any notice to Trustee shall be given by first class mail to Trustee's address stated herein or any other address Trustee designates by written notice to Mortgagor. Any notice provided for in the Trust Deed shall be deemed to have been given to Mortgagor or Trustee when mailed as provided in this paragraph.

8. Governing Law; Severability. The Trust Deed shall be governed by the laws of the State of Illinois. In the event that any provisions or clause of the Trust Deed or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Trust Deed or the Note which can be given effect without the conflicting provisions. To this end the provisions of

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the Trust Deed and the Note are declared to be severable.

9. **Mortgagor's Copy.** Mortgagor shall be given one conformed copy of the Note and of the Trust Deed.

10. **Transfer of the Premises or a Beneficial Interest in Mortgagor.** If all or any part of the Premises or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person), without Trustee's prior consent, Trustee may, at its option, require immediate payment in full of all sums secured by the Trust Deed. However, this option shall not be exercised if prohibited by law as of the date of this Trust Deed.

11. **Acceleration; Remedies.** In the event of default in the payment of interest or principal of the Note or in the event of default in the performance of any of the other covenants, provisions or conditions contained herein or in the Note to be performed by Mortgagor or in the event of the threatened removal or demolition of any improvements or part thereof on said Premises, or in the event that any proceeding shall be begun to enforce or collect any prior lien or if said Premises shall come into possession or control of any Court, then, at the option of the Trustee, and after expiration of any applicable grace period, the principal amount of the Note at such time remaining unpaid, together with unpaid earned interest thereon, and any other amounts due hereunder shall at once become immediately due and payable without notice to the Mortgagor and Trustee may foreclose the Trust Deed by judicial proceeding. Trustee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 11 including, but not limited to, reasonable attorneys' fees and costs of title evidence.

12. **Trustee in Possession.** Upon acceleration under paragraph 11 or abandonment of the Premises and at any time prior to the expiration of any period of redemption following judicial sale, the Holder and Owner of the Note secured by the Trust Deed (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Premises and to collect the rents of the Premises including those past due. Any rents collected by the Holder and Owner of the Note secured by the Trust Deed or the receiver shall be applied first to payment of the costs of management of the Premises and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by the Trust Deed.

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13. Waiver of Homestead. Mortgagor waives all rights of homestead exemption in the Premises.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in the Trust Deed and this Rider and in any Rider(s) executed by Mortgagor and recorded with it.

Lee A. Smith  
Mortgagor Signature

X Clementine Smith  
Mortgagor Signature

Lee A. Smith  
Name

Clementine Smith  
Name

818-820 E. 106th St. Chicago  
Address

818-820 E. 106th St. Chicago  
Address

\_\_\_\_\_  
Mortgagor Signature

\_\_\_\_\_  
Mortgagor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

STATE OF ILLINOIS )  
                                  )SS  
COUNTY OF COOK )

I, Lorraine Bereta, a Notary Public in and for the said county and state, do hereby certify that

Lee A. Smith & Clementine Smith his wife in Joint tenancy

personally known to me to be the same Person(s) whose name(s) are

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 7th day of November, 1994.

My Commission Expires 9-14-96



Lorraine Bereta  
Notary Public

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

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's 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. Mortgagors 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 holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. Mortgagors 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) under policies providing for payment by the insurance companies of moneys sufficient either 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 renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 thereof, or redeem from any tax sale or forfeiture affecting said premises or contest 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 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 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 securing this trust deed, if any, otherwise the prematurity rate set forth therein. Inaction of Trustee or holders 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 Mortgagors.
5. The Trustee or the holders 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 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, sale, forfeiture, tax lien or title or claim thereof.
6. Mortgagors shall pay any 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 Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything 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 other agreement of the Mortgagors 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 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, 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 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. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due 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 prematurity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them 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) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
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 items which under the terms hereof constitute secured indebtedness additional 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 Mortgagors, 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 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 Mortgagors 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 rents, issues and profits of said premises during the pendency of such foreclosure suit 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 times when Mortgagors, 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 usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court 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 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.
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 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 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 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 shall not 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 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 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 persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never 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 makers thereof.
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 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.
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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.
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.

SEE ATTACHED RIDER

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

Identification No. 784507  
 CHICAGO TITLE AND TRUST COMPANY,  
 By Deborah Blawie Trustee  
 Assistant Secretary/Assistant Vice President

PREPARED BY AND MAIL TO:  
 SMITH ROTCHILD FINANCIAL CORP.  
 221 N. LOCALLE ST., SUITE 1500  
 CHICAGO, ILLINOIS 60601

PLACE IN RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_

FOR RECORDER'S INDEX PURPOSES  
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
 818-820 E. 106th St.  
 Chicago, II