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GEORGE M. COLE
LEGAL FORMS

TRUST DEED (ILLINOIS)
For Use With Note Form 1440
(Monthly Payments Including Interest)

COOK COUNTY, ILLINOIS
February, 1995

FILED FOR RECORD

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THIS INSTRUMENT, made November 18th 1994
between Todd J. Plath, a bachelor

2623 21st Street Lubbock Texas
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagor," and W. R. Collier

American State Bank, Lubbock, Texas

1401 Avenue O Lubbock, Texas
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Trustee," witnesseth: That Whereas Mortgagor is justly indebted
to the legal holder of a principal promissory note, issued "Instrument No. 1" of even date
herewith, executed by Mortgagor, made payable to Bearer and delivered, in and by which
note Mortgagor promises to pay the principal sum of thirty three thousand Three Hundred (\$33,300.00)

Dollars, and interest from date of advancement on the balance of principal remaining from time to time unpaid at the rate of 10.75 per cent

per annum, such principal sum and interest to be payable in installments as follows: Three Hundred (\$300.00)

Dollars on the 15th of December 1994, and Three Hundred (\$300.00)

the 15th day of each and every 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 May 1995 all such payments no account of the indebtedness evidenced by said note to be applied first

to accrued and unpaid interest in the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, in

the event not paid when due, to bear interest after the date for payment thereof, at the rate of 18 per cent per annum, and all such payments being

made payable at 1401 Avenue O, Lubbock, Texas 79401 or at such other place as the legal

holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the

principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in

case default shall occur in the payment, when due, of any installment of principal and interest in accordance with the terms thereof or in case default shall occur

and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the

expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of

protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the

above instrument and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and

also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagor by these presents CONVEY AND

WARRANT unto the Trustee, his or his 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:

Two (2) parcels of land, both situated in Cook County, Illinois, as more

particularly described in Exhibit "A" attached hereto and incorporated herein

for all purposes;

which, with the property hereinafter described, is referred to herein as the "premises."

Permanent Real Estate Index Number(s): 14-21-101-034-12.93

Address(es) of Real Estate: 3950 N. Lake Shore Drive, Apt. 914-C, Chicago, Illinois 60613

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and

during all such times as Mortgagor may be entitled thereto (whether rents, issues and profits are plied primarily and on a parity with said real estate and not

secondarily), and all fixtures, furnishings, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration

and air conditioning (whether single units or centrally controlled), and ventilation, including (without limitation) the foregoing, screens, window shades,

awnings, room doors and windows, floor coverings, window sills, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the

mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions, and all similar or other apparatus, equipment or

articles hereafter placed in the premises by Mortgagor or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, his or his successors and assigns, forever, for the purposes, and upon the uses and trusts

herein set forth, free from all rights and benefits limited and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits

Mortgagor hereby expressly release and waive.

The name of a record owner is: Todd J. Plath

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

hereby by reference and hereby are made a part hereof the same as though they were hereon and was in full and shall be binding on Mortgagor, their heirs,

successors and assigns.

Witness the hands and seals of Mortgagor the day and first above written.

Todd J. Plath (Seal) _____ (Seal)

Todd J. Plath _____ (Seal) _____ (Seal)

Texas _____

State of COOK County of Lubbock As _____

In the State aforesaid, I (HEREBY CERTIFY) that Todd J. Plath, a bachelor

personally known to me to be the same person whose name is subscribed to the foregoing instrument,

appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as

his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the

right of homestead.

Given under my hand and official seal, this 18th day of November 1994

Commission expires _____

This instrument was prepared by Jack P. Driskill, P. O. Box 2547, Lubbock, Texas 79408

Mail this instrument to Jack P. Driskill, P. O. Box 2547

Lubbock (city) Texas (STATE)

OR RECORDER'S OFFICE BOX NO. _____

BOX 333-CTI

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The Above Space For Recorder's Use Only

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BOX 333-01

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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
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 the original or 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 and windstorm 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 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 right 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 heretofore 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 foreclosure 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 reasonable attorneys' 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 the rate of nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them in an account of any default hereunder on the part of Mortgagors.
5. The Trustee or the holder 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 thereon.
6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case 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 the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. 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, guarantee 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 enforce to holders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, 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 the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to 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 in 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 costs 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 hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint 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 for 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, preservation, 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: (1) 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; (2) the deficiency in case of a sale and deficiency.
10. No action for the enforcement of the lien of this Trust Deed 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, 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 his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him 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 principal 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 a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal 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 he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal 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 death, resignation, inability or refusal to act of Trustee, GREG C. JONES shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
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 at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

IMPORTANT

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

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No. _____

[Signature]
Trustee

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EXHIBIT "A"

PARCEL 1:

UNIT 914 AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):

THAT PART OF LOTS 10, 11 AND 12 IN CARSON AND CHYTRADE ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCK 1 IN EQUITABLE TRUST CO'S SUBDIVISION IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE LINE ESTABLISHED BY DECREE ENTERED ON SEPTEMBER 7, 1906, IN CASE NUMBER 274470, CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ENTITLED CHARLES W. GORDON AND OTHERS AGAINST COMMISSIONERS OF LINCOLN PARK, IN COOK COUNTY, ILLINOIS,

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 30, 1974 AND KNOWN AS TRUST NUMBER 40420, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 24014190; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY);

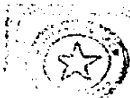
PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 IS CREATED BY EASEMENT AGREEMENT DATED APRIL 23, 1969, AND RECORDED APRIL 23, 1969 AS DOCUMENT NUMBER 20820211 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO TRUST NUMBER 32719, AND EXCHANGE NATIONAL BANK OF CHICAGO TRUST NUMBER 5174, FOR THE PURPOSE OF INGRESS AND EGRESS OVER AND ACROSS THAT PART OF THE EAST 40 FEET OF VACATED FRONTIER AVENUE, AS VACATED BY ORDINANCE RECORDED AS DOCUMENT 20816906, LYING WEST OF LOTS 10, 11 AND 12 IN CARSON AND CHYTRADE ADDITION TO CHICAGO, AFORESAID, WHICH LIES NORTH OF THE SOUTH LINE OF LOT 10 EXTENDED WEST AND LIES SOUTH OF THE NORTH LINE OF LOT 12 EXTENDED WEST, IN COOK COUNTY, ILLINOIS

STATE OF TEXAS, LUBBOCK COUNTY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared TODD J. PLATH, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of November, 1994.



SUSAN MCINTIRE
Notary Public, State of Texas
My Comm. Expires 12-31-99

Susan McIntire

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