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TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

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THIS INDENTURE, made January 7, 1994, between THURSTON TOLLIVER

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 Nine Thousand

Four Hundred Sixty Seven & 89/100----- 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 January 7, 1994 on the balance of principal remaining from time to time unpaid at the rate of 10 percent per annum in instalments (including principal and interest) as follows:

\$424.13 Dollars or more on the 1st day of February 1994 and \$424.13 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 7th day of January, 1997. 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 13 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 James E. O'Neal 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 3 IN FREDERICK H. RAWSON'S SUBDIVISION OF THE SOUTH 1/2 OF LOT 6 OF BLOCK 5 IN BARNUM GROVE SUBDIVISION OF THE SOUTH 42.7 ACRES OF THE WEST 1/2 OF THE NORTH-EAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P. I. N. #20-21-215-021-0000

COOK COUNTY, ILLINOIS
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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, ladder 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.

THURSTON TOLLIVER [SEAL] [SEAL]

STATE OF ILLINOIS,

County of COOK

I, WANDA F. THOMAS

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Thurston Tolliver

who is 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.

Given under my hand and Notarial Seal this 7th day of January 1994.
WANDA F. THOMAS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES SEPTEMBER 2

7th day of January 1994
Wanda F. Thomas Notary Public

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James E. O'Neil
200 North LaSalle Street
Suite 1706
Chicago, Ill. 60610

FOR RECORDER'S INDEX PURPOSES
INSURE INSTRUMENT ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

MAIL TO:

BY *[Signature]*
CHICAGO TRUST AND TRUST COMPANY, TRUSTEE

IMPORTANT!
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.

Identification No. *777377*

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

1. Mortgages shall (a) 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 so insured) under policies providing for payment by the insurance company of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereon, all in comparison satisfactory to the holder of the note, under insurance policies payable, in case of loss or damage, and shall for the benefit of the holder 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 hereon, Trustee or the holder of the note may, but need not, make any payment or perform any act hereon before required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments or 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 thereon, or redeem from any tax sale or foreclosure affecting said premises or consist in 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 mortgaged premises and the lien hereon, plus reasonable compensation to Trustee for each matter concerning which action hereon authorized may be taken, shall be taken, and with interest thereon at a rate equivalent to Trustee for each matter immediately due and payable without notice and with interest thereon at a rate equivalent to Trustee or holders of the note shall never be considered as a waiver of any right accruing to them or account of any default hereon by the part of Mortgages.
5. The Trustee or the holder of the note hereby secured making any payment or account of any default hereon by the part of Mortgages, may do so according to any bill, agreement or estimate prepared 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 title or claim thereon.
6. Mortgagee may 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 Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary 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 one or more of the items of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any one or more of the items of principal or interest on the note.
7. When the indebtedness hereby secured shall become due the whole thereof, there shall be allowed and included as additional indebtedness in the right to foreclose the lien hereon, in any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the sum of the unpaid interest, principal and costs, including attorney's fees, publication costs and costs which may be incurred for all expenses and expenses which may be paid or incurred by or on behalf of Trustee or the holder of the note for a attorney's fee, Trustee's fee, appraiser's fee, surveyor's fee, for document preparation and expert evidence, all such abstracts of title, title searches and examinations, may be estimated as to terms to be expanded after the entry of the decree of foreclosure of the note may be deemed 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 the value of the premises and all expenses and charges of the nature in this paragraph mentioned that shall become so much additional indebtedness secured hereon, and immediately due and payable, with interest thereon at a rate equivalent to the part immediately rate set forth in the note securing this trust deed. If any, otherwise the promissory note and bankings proceeds, to which either of them shall be a holder of the note in connection with (a) and proceeds, including proceeds and bankings proceeds, 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) preparation for the commencement of any suit for the foreclosure, the cost after account 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 hereon, 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 hereon; second, all other liens 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 on the note; fourth, any overdrafts to Mortgages; fifth, 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 the filing of such bill, 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 dwelling or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rent, taxes and profits of said premises during the pendency of such receiver's 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 time when Mortgages, except for the intervention of such receiver, would be entitled to collect such rents, taxes, profits, interest, and all other powers which may be necessary or the usual in such cases for the protection, possession, control, management and disposition 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 of the premises in payment in whole or in part of: (a) The deficiency in case of a sale and a deficiency, secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment of 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 a deficiency. 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 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 to inquire into the validity of the signature of the holder of the note, or authority of the signatory, or given or otherwise, on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power hereon unless expressly obligated by the terms hereof, nor shall Trustee be obligated to record this trust deed or to exercise any power hereon unless expressly obligated by the terms hereof, and it may require indemnities satisfactory to it before exercising any power hereon.
13. Trustee that release this trust deed and the lien hereon 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, produce and exhibit to Trustee the note, representing all and all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a identification number, reporting to be placed thereon by a prior trustee hereunder or which conforms with the description herein contained of the note, 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 it may be placed thereon by the person herein designated as the makers thereof; and where the release is requested of the original trustee, and it may be placed thereon as the maker designated as the maker 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, liability or refusal to act of Trustee, the then Recorder of Deeds of the county in which this instrument is recorded or filed. Any successor in Trust hereunder shall have the identical title, power and authority as are herein given Trustee.
15. 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 note or this trust deed. The word "note" when used in this instrument shall be construed to mean "note", 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 trust deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed in effect when 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.