

UNOFFICIAL COPY

94083163

This Indenture, Made November 15th, 19 93, between

Camille M. Renella, never married and not since married, Pat A. Renella,
never married and not since married herein referred to as "Mortgagors," and

CHARLES B. ZELLER, JR.

of Cook County, Illinois, herein referred to as TRUSTEE, witnesseth:

Acc 5-78-71

THAT WHEREAS the Mortgagors are justly indebted to the legal holder or 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 Fifty Thousand and No/100ths (\$50,000.00)-----DOLLARS, evidenced by One Instalment Note of the Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest From November 16, 1993 on the balance of principal remaining from time to time unpaid at the rate of 9 percent per annum in instalments as follows: Seven Hundred Fifty & No/100ths (\$750.00)-----Dollars/^{or}more on the 16th day of December, 19 93 and Seven Hundred Fifty & No/100ths (\$750.00)-----Dollars/^{or}more on the 16th day of each and every month

DEPT-01 RECORDINGS \$27.50
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05129 # 4-74-683163
COOK COUNTY RECORDER

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 16th day of June ~~XXXX~~2000. 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 when due shall bear interest at the rate of ~~XXXX~~ per cent 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 C. B. Zeller, ~~XXXXXXXXXXXXXXXX~~ in said City, 1457 West Belmont Ave.

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, 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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOTS 10 TO 19, BOTH INCLUSIVE, IN BLOCK 2 IN BICKERDIKE'S SUBDIVISION OF LOTS 3 AND 5 IN ASSESSOR'S DIVISION OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED OCTOBER 23, 1989, AS DOCUMENT NUMBER 89500678 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS COMMONLY KNOWN AS: 515 NORTH NOBLE UNIT #110 CHICAGO, ILLINOIS

PERMANENT TAX ID#: 17-08-124-003,004 and 005

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.

2750

XXXXXX

TRUST DEED

CHARLES W. ZELLER, never married
and not since married, and
PAT A. ZELLER, never married and not
since married

CHARLES H. ZELLER, JR.,
Trustee

PROPERTY ADDRESS

515 NORTH NOBLE
UNIT #110
CHICAGO, ILLINOIS

G. B. ZELLER

1457 WEST BELMONT AVE.
CHICAGO, ILLINOIS 60657

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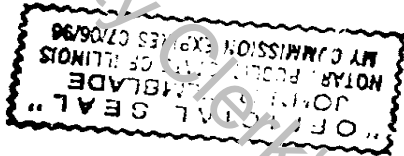
The Instrument Note mentioned in the within
Trust Deed has been identified herewith by
document # REL # 3930

(CHARLES H. ZELLER, JR.)

THIS INSTRUMENT PREPARED BY:

G. B. ZELLER
1457 WEST BELMONT AVE.
CHICAGO, IL 60657

Property of Cook County Clerk's Office



NOTARY PUBLIC

DO HEREBY CERTIFY THAT I AM A Notary Public in and for and residing in said County, in the State aforesaid.
I have 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 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 Notarial Seal this 15th day of February, 1975.

STATE OF ILLINOIS
COUNTY OF COOK

close whether or not actually commenced, or to preparations for the defense of any threatened suit or proceeding which might affect the premises of the security hereof, whether or not actually commenced.

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9. 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 taxes 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 surplus to Mortgagors, then heirs, legal representatives or assigns, as their rights may appear.

10. 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: (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.

11. 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.

12. 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.

13. 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.

14. 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 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 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 note described herein, he 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.

15. IN THE EVENT of the resignation, death, absence or removal from Cook County of said Trustee, or his inability, failure or refusal to act then CHICAGO TITLE AND TRUST COMPANY, is hereby made first Successor in Trust, and if for any like cause said Successor shall fail or refuse to act, then the person who shall then be acting Recorder of Deeds of said Cook County is hereby made 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.

16. 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.

17. It is understood and agreed that in the event of the transfer of the legal title to the property, that the entire principal and interest shall become due as of the date of the said recordings of the transfer of the document.

WITNESS the hands, and seals of Mortgagors the day and year first above written.

.....[SEAL.]
.....[SEAL.]

C. M. Renella [SEAL.]
(CAMILLE M. RENELLA)
Pat A. Renella [SEAL.]
(PAT A. RENELLA)

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