

UNOFFICIAL COPY

94088156

This Indenture, Made December 22, 19 93, between
PARKWAY BANK AND TRUST COMPANY, AS TRUSTEE, UNDER TRUST AGREEMENT
DATED MARCH 20, 1978 AND KNOWN AS TRUST NUMBER 4300/
herein referred to as "Mortgagors," and
CHARLES B. ZELLER, JR.
of Cook County, Illinois, herein referred to as TRUSTEE, witnesseth:

NB 6358 E-15

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 Eighty Five Thousand & No/100ths (\$85,000.00)----- 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 December 23, 1993, in the balance of principal remaining from time to time unpaid at the rate of 8.5 per cent per annum in instalments as follows: Eight Hundred Thirty Seven (\$837.00)----- Dollars or more on the 23 day of January 19 93 and Eight Hundred Thirty Seven (\$837.00) Dollars or more on the 23 day of each and every month

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DEPT-01 RECORDING \$27.50
T#1111 TRAN 4315 01/27/94 09:50:00
\$1257 *--94-088156
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 23 day of January AN2008. 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 seven 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, XXXXXXXXXXXXXXX in said City.
1457 W. 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:

LOT 21 IN BLOCK 4 IN TALBOT'S SUBDIVISION OF BLOCKS 3 AND 4 IN EDSON SUBDIVISION OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS 3811 NORTH SOUTHPORT, CHICAGO, ILLINOIS

TAX ID# 14-20-108-019, VOLUME 483

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.

27.50 (2)

My Commission Expires 08/25/95

GIVEN under my hand and Notarial Seal this 23 day of December A.D. 19 93
Heleen Welgus Notary Public

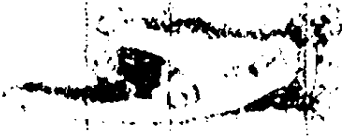
YB&Z No. 433

TRUST DEED

CARRIAGE BANK AND TRUST COMPANY, AS
TRUSTEE, UNDER TRUST AGREEMENT DATED
MARCH 20, 1976 AND KNOWN AS TRUST
NUMBER 4300

CHARLES B. ZELLER, JR.
Trustee

PROPERTY ADDRESS



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MAIL TO: C. B. ZELLER

1457 WEST BELMONT AVE.
CHICAGO, ILL. 60657

The Instrument Note mentioned in the within
Trust Deed has been identified hereon as
the property of
[Signature]

Property of Cook County Clerk's Office

NOTARY PUBLIC
day of
GIVEN under my hand and Notarial Seal this
month as
free and voluntary act, for the uses and purposes therein set
forth, including the release and waiver of the right of homestead,
and acknowledged that
signed, sealed and delivered the said Instrument
subscribed to the foregoing Instrument, appeared before me this day in person
who
personally known to me to be the same person whose name
DO THESE CERTIFY THAT
a Notary Public in and for said County, in the State aforesaid.

95135015

STATE OF ILLINOIS
COUNTY OF COOK

UNOFFICIAL COPY

close whether or not actually commenced, or the proceedings for the discharge of an threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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 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 surplus to Mortgagees, their 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 Mortgagees 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 Mortgagees, 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 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.

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, or 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 Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagees" 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.

THIS INSTRUMENT is executed by PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee by and through PARKWAY BANK AND TRUST COMPANY, which warrants that it possesses full power and authority to execute this instrument, and it expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said PARKWAY BANK AND TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said PARKWAY BANK AND TRUST COMPANY personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Vice President, the day and year first above written.

PARKWAY BANK AND TRUST COMPANY, Trustee as aforesaid and not personally,

By [Signature] VICE-PRESIDENT-TRUST OFFICER
Assistant [Signature] ASSISTANT VICE-PRESIDENT-TRUST OFFICER

STATE OF ILLINOIS
COUNTY OF COOK

the undersigned
a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that
Diana Y. Ponzyunki, Anne, Vice-President-Trust Officer

JoAnn Kubinski, Anne, Trust Officer

of Parkway Bank And Trust Company, Assistant Vice-President of Parkway Bank and Trust Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust Officer, and Assistant Vice-President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Vice President then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.



GIVEN under my hand and Notarial Seal this 23 day of December A.D. 1923
[Signature] Notary Public

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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 mortgaged premises in the here for sale, all expenditures and expenses which may be paid or incurred by or on behalf of the note or holders of the note for attorneys' fees, appraisers' fees, outlays for printing 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 foreclosure) all such abstracts of title, title searches and examinations, guarantees for expenses of the note or holders of the note and such data and assurances with respect to title as Trustee or holders of the note may deem to be necessary, either to procure or to prepare to bid at any sale which may be had pursuant to such condition of the title or the value of the premises. All expenditures and expenses of the note or holders of the note in the foregoing shall become a part of the principal and interest payable by the note or holders of the note with interest thereon at the rate of seven per cent per annum, when paid or incurred by the note or holders of the note in connection with 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 by the note or holders of the note for the foreclosure hereof after accrual of such right to fore-

close. The note or holders of the note shall be bound to pay to the Trustee or to the holder of the note, when due according to the terms hereof, all unpaid indebtedness owing by the note or holders of the note, and without notice to Mortgagee, all unpaid indebtedness owing by the note or holders of the note, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable by the note or holders of the note in the event of default in making payment of any installment of principal or interest on the note or in the event of default of all or any and continue for three days in the performance of any other agreement of the Mortgagee hereof contained.

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 owing by the note or holders of the note shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable immediately in the case of default in making payment of any installment of principal or interest on the note or in the event of default of all or any and continue for three days in the performance of any other agreement of the Mortgagee hereof contained.

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 prepared from the appropriate public office without any notice or demand thereon, or to any bill, statement or estimate of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

In case of default hereof, Trustee or the holder of the note may, but need not, make any payment or perform any act hereof for payment of the note or holders of the note at the rate of seven per cent per annum, but need not make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, extinguish or settle any tax lien or other prior lien or claim thereon, 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 attorneys' fees, and any of other moneys advanced by Trustee or the holder of the note to protect the mortgaged premises and the hereof, plus reasonable compensation to Trustee for each matter connected with such 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 seven per cent per annum.

Notwithstanding anything to the contrary herein contained, the holder of the note or Trustee shall be deemed to have accepted the mortgage and the hereof, plus reasonable compensation to Trustee for each matter connected with such action herein authorized, if any, and purchase, discharge, extinguish or settle any tax lien or other prior lien or claim thereon, 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 attorneys' fees, and any of other moneys advanced by Trustee or the holder of the note to protect the mortgaged premises and the hereof, plus reasonable compensation to Trustee for each matter connected with such action herein authorized, 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 seven per cent per annum.

The Mortgagee hereby agrees to insure the full market value of the improvements on the above described premises for a term of five years. The Mortgagee hereby agrees to pay to said L. L. Zeller, the cost of such insurance at board rates, and will so pay, such cost with interest at seven per cent per annum, shall be so much additional indebtedness secured by this Trust Deed, and shall be paid as follows: that each day from the date of the issuance of such insurance.

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ARTICLE FOURTH - MISCELLANEOUS AND GENERAL TERMS

TO HAVE AND TO HOLD the premises unto the said Trustee, his successors and assigns, forever, for the purposes and upon the uses and trusts therein 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 Mortgagee do hereby expressly release and waive,

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