

UNOFFICIAL COPY



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

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THIS INDENTURE, made JANUARY 31, 1994, between ANDRE JONES AND KIM JACKSON JONES, MARRIED, AS JOINT TENANTS,

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

10,901.14 Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable as stated therein

and delivered, in and by which said Note the Mortgagors promise to pay the sum of \$10,901.14 including interest in instalments as follows:

of MARCH 19 94 and 268.00 Dollars or more on the 4th day of MARCH 19 94 and 268.00 Dollars or more on the same 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 4th day of FEBRUARY 19 99.

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money 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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 13 IN BLOCK 2 IN S. E. CROSS SUBDIVISION OF THE EAST 8 ACRES OF THAT PART OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF BARRY POINT ROAD IN COOK COUNTY, ILLINOIS.

P.I.N: 16-13-101-011

COMMONLY KNOWN AS: 21 S. ALBANY, CHICAGO, IL 60612

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COOK COUNTY RECORDER

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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 belong to, and all rents, issues and profits thereif 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 space 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 of and seal of Mortgagors the day and year first above written.

ANDRE JONES [SEAL] KIM JACKSON JONES [SEAL]

STATE OF ILLINOIS,

LIZA M. VIGO

County of COOK

SS. A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ANDRE JONES AND KIM JACKSON JONES, MARRIED AS

Joint Tenants who are personally known to me to be the same person as whose names 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 LIZA M. VIGO NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4/28/97

Notarial Seal [Signature] Notary Public

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FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTRUMENT NOTICED BY THIS AND FIRST COMPANY, FIRST RECORD THE FIRST DEFENSE FOR RECORD

MAIL TO

FOR RECORDS AND PROPOSALS
INSURE STRAIT ADDRESS ABOVE
DISCRIPTIONS FROM RIA HILL

CHICAGO TITLE AND TRUST COMPANY
Identification No. 278538

1. Mortgages shall be promptly repaired, restored or rebuilt and improvements now or hereafter on the premises which may become damaged or destroyed, kept and premises in good condition and repaired without charge by the lender or other lien holders of the premises and upon receipt by the lender of a reasonable estimate of cost of repairs from the lender or other lien holders of the premises in good condition and repaired without charge by the lender or other lien holders of the premises. The lender shall pay in full under protest in the manner provided by statute any tax or assessment which the lender may desire to collect.

2. Mortgages shall pay benefits and premiums attached to all special taxes, special assessments, water charges, sewer charges and other charges against the premises when due and shall upon written request by the lender or other lien holders of the premises pay in full under protest in the manner provided by statute any tax or assessment which the lender may desire to collect.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on and premises insured against loss of damage by fire, lightning or windstorm and flood damage. Where the lender is required by law to have its loan insured against loss of damage by fire, lightning or windstorm and flood damage, the lender shall have its loan insured against loss of damage by fire, lightning or windstorm and flood damage by the insurer or insurers of its choice.

4. Mortgages shall pay each item of indebtedness herein mentioned when due according to the term hereof. As the option of the holder of the note, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable immediately, less unearned charges, in the case of default in making payment of any installment on the note.

5. 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 all expenses and charges which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, costs, charges for documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as it seems to be expedient after entry of the decree of foreclosure and the sale and examination of the mortgage, the insurance policy, and similar data and assurances with respect to title as Trustee or holder of the note may deem to be reasonably necessary in order 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.

6. 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 indicated by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, together with interest, thereon; and, fourth, legal representation of any kind as the rights may appear.

7. 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 or liquidator for the premises and may be made either before or after suit without notice, without regard to the solvency or insolvency of Mortgages at the time of appointment for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead.

8. The Trustee hereunder may be appointed as such receiver in case of a sale and a deficiency, during the full period of redemption, whether there be redemption or not, as well as during any further times when Mortgages, except for the full period of redemption, would be permitted to collect such rents, issues and profits, and all other powers which may be necessary or are necessary in order to carry out the purposes of this Trust Deed.

9. 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.

10. Trustee or 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.

11. Trustee has no duty to examine the title to the premises, existence or condition of the premises, or to inquire into the validity of signatures or the identity, capacity, or authority of the agent or trustee on the note or Trust Deed, nor shall Trustee be obligated to record this Trust Deed or to exercise any power hereunder 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 may require indemnities satisfactory to its policies exercising any power hereunder.

12. Trustee shall release this Trust Deed and the lien thereon as 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 by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be placed in the public record as the genuine note herein described, and which bears an identification number purporting to be placed in the public record as the genuine note herein described, and which conforms with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers hereof, and which the release is requested of the original trustee and it has never been recorded or filed in any public record or in any office of the Recorder of Deeds of the County in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the Recorder of Deeds of the County in which the instrument was recorded may designate as maker thereof persons herein designated as makers thereof.

13. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds of the County in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the Recorder of Deeds of the County in which the instrument was recorded may designate as maker thereof persons herein designated as makers thereof.

14. Before executing this Trust Deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when this instrument is executed, when more than one note is used; whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in the context of this Trust Deed, shall include all portions of the note and all portions claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons, and all persons claiming under or through Mortgages, and all persons who may hereafter be Successors in Trust, and Successors in Trust hereunder, shall have the identical title, powers and authority as are herein given to Trustee.

15. This Trust Deed and all portions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgages, and all portions hereof, shall be entitled to reasonable compensation for any contract or service performed under any provisions of this Trust Deed. The provisions of the Trust and Trustee Act of the State of Illinois shall be applicable to this Trust Deed.

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