

# UNOFFICIAL COPY

## TRUST DEED

54-372 C 355

THIS INDENTURE, made the nineteenth (19th) day of January, 1993, between DAVID RATZLAFF and MARILYN ZIELINSKI, herein collectively referred to as "MORTGAGOR", and WILLIAM H. CLARK, JR., herein referred to as "MORTGAGEE" or "LENDER" witnesseth:

93055631

DEPT. OF RECORDING \$39.50  
TRUST DEED 6448 02/04/93 15:48:00  
\$6170 : W 94 - 11757%  
COOK COUNTY RECORDER

THAT, WHEREAS, the Mortgagors are justly indebted to the legal holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of ONE HUNDRED THOUSAND (\$100,000.00) Dollars, evidenced by one certain Installment 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 February 1, 1993 on the balance of principal remaining from time to time unpaid at the "Rate of Interest" of Three (3%) percent.

FOR USE BY  
RECORDER'S OFFICE

All payments on account of the indebtedness evidenced by said Mortgage Note shall be applied first to interest on the unpaid principal balance and the remainder to principal, and all of said principal and interest are made payable at 5050 Poplar Avenue, Suite 2200, Memphis, Tennessee 38157.

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 of which is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Lender, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situated, lying and being in the COUNTY OF COOK, AND STATE OF ILLINOIS, to wit:

LOT 20 IN INDIAN CREEK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTH-EAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 11, 1990 AS DOCUMENT 90332689, IN COOK COUNTY, ILLINOIS.

P.I.N. 18-31-408-020 VOLUME 084

93117.55

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

3950

# UNOFFICIAL COPY

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 Mortgageors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipments 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 ventilating, 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 mortgageors 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 Lender, its successors and assigns, forever, for the purposes, and upon the uses 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 of the Mortgageors do hereby expressly release and waive.

SUBORDINATION OF PURCHASE MONEY MORTGAGE TO SUBSEQUENT CONSTRUCTION MORTGAGE. This mortgage is a purchase-money mortgage given to secure the payment of the purchase price of the lands described, provided, however, that mortgagee hereby covenants and agrees that the lien of this mortgage shall be subordinate to the lien of any construction mortgage which the mortgageor (or his assignees) shall execute and record for the purpose of securing a construction loan for the construction of improvements on the above described lands and premises, and the recording of any such construction mortgage shall cause such construction mortgage to become a prior lien to this purchase-money mortgage, without the necessity of and further consent or action by mortgagee.

1. Mortgageors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste; (c) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof.

2. Mortgageors 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 Lender or to Holder of the Note duplicate receipts therefor. To prevent default hereunder Mortgageors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgageors may desire to contest.

# UNOFFICIAL COPY

3. In case of default therein, Lender or the Holder of the Note may, but need not, make any payment or perform any act hereinbefore 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 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 other moneys advanced by Lender or the Holders of the Note to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate of Three (3) Percent. Inaction of Trustee or Holders of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

4. The Lender or the Holders 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 thereof.

5. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Lender of the Note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything 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 installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

6. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Holders of the Note or Lender 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 sale all expenditures and expenses which may be paid or incurred by or on behalf of the holder of the note for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publications 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, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Holder of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may

# UNOFFICIAL COPY

be had pursuant to such decree the true condition of the title to or the value of the premises. 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 a rate of Three (3%) Percent, when paid or incurred by Holder of the Note in connection with (a) 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 incurred; 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 which might affect the premises or the security hereof, whether or not actually commenced.

7. 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 overplus to Mortgagees, their heirs, legal representatives or assigns, or their rights may appear.

8. 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 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 true value of the premises or whether the same shall be then occupied as a homestead. Such receiver shall have powers 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 unusual 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: (a) 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; (b) the deficiency in case of a sale and deficiency.

CS  
11-11-55

# UNOFFICIAL COPY

9. No action for the enforcement of the lien or of any provisions 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. Lender has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall lender 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 its own gross negligence or misconduct.

11. Lender 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 lender 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 lender the note, representing that all indebtedness hereby secured has been paid. Where a release is requested of a successor lender, such successor lender may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon 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 lender and it has never placed its identification number on the note described herein, it 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.

12. 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.

13. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

# UNOFFICIAL COPY

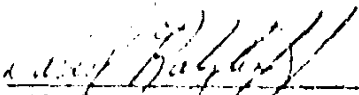
To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.


If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

14. Recitals. All recitals contained in the beginning of this Agreement are incorporated herein and made a part hereof.

This trust deed consists of six pages. The covenants, conditions, and provisions appearing on pages one through three are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

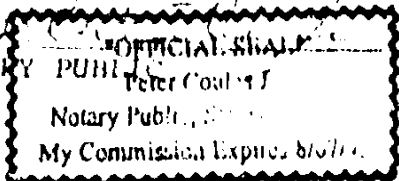
WITNESS the hand of \_\_\_\_\_ and seal of \_\_\_\_\_ of Mortgagors the day and year first above written.

  
\_\_\_\_\_  
DAVID RATZLAFF

  
\_\_\_\_\_  
MARILYN ZIELINSKI

THIS DOCUMENT WAS PREPARED BY PETER COULES OF STOTTIS & BAIRD  
180 W. WASHINGTON  
FOURTH FLOOR  
CHICAGO, IL 60602  
312/782-3700

SUBSCRIBED and SWORN TO  
before me this 17<sup>th</sup> day  
of January, 1993.

NOTARY PUBLIC  
  
Notary Public, Ill.  
My Commission Expires 6/30/94

# UNOFFICIAL COPY

## INSTALLMENT NOTE

LOT 20 IN INDIAN CREEK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTH-EAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 11, 1990 AS DOCUMENT 90332689, IN COOK COUNTY, ILLINOIS.

P.I.N. 18-31-408-020

VOLUME 084

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that we have received, we promise to pay in U.S. currency \$100,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is WILLIAM B. CLARK, JR. We understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. We will pay interest at a yearly rate of Three (3%) Percent.

The interest rate required by this Section 2 of this Note is the rate we will pay both before and after any default described in Section 8(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

We will make my monthly payments on the first (1st) day of each month beginning on March 1, 1993. We will make these payments every month until this Note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on March 1, 2003. All such payments on account of the indebtedness evidenced by this Note shall be first applied to the interest on the unpaid balance and the remainder to principal.

We will make our monthly payments at 5050 Poplar Avenue, Suite 2200, Memphis, Tennessee 38157, or at a different place if required by the Note Holder.

#### (B) Amount of My Monthly Payments

Each of our initial monthly payments will be in the amount of U.S. \$716.60 (this includes a balloon payment of \$295.00 per month). Attached hereto as Exhibit "1" is the Amortization Schedule.

#### (C) Final Payment

The final payment shall be made on March 1, 2003 and shall be in the amount of \$74,462.05. Notwithstanding anything else contained herein the amount of interest due shall be recalculated and the payment shall be reduced upon the prepayment of any principal.

# UNOFFICIAL COPY

## 4. BORROWER'S RIGHT TO PREPAY

We have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When we make a prepayment, we will tell the Note Holder in writing that we are doing so.

We may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of our prepayments to reduce the amount of principal that I owe under this Note. If we make a partial payment, there will be no changes in the due dates of our monthly payments unless the Note Holder agrees in writing to those changes. Our partial prepayment may reduce the amount of our monthly payments after our partial payment.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from us which exceeded permitted limits will be refunded to us. The Note Holder may choose to make this refund by reducing the principal we owe under this Note or by making a direct payment to us. If a refund reduces principal, the reduction will be treated as a partial prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charges For Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen (15) calendar days after the date it is due, we will pay a late charge to the Note Holder. The amount of the charge will be Five (5%) percent of any overdue payment of principal and interest. We will pay this late charge promptly but only once on each late payment.

### (B) Default

If we do not pay the full amount of each monthly payment on the date it is due, we will be in default, as set forth in the Trust Deed also executed on this day.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to us at the Property Address above or at a different address if we give the Note Holder a notice of our different address.



# UNOFFICIAL COPY

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if we are given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Trust Deed (the "Second Mortgage"), dated the same date as this Note, protects the Note Holder from possible losses which might result if we do not keep the promises which we make in this Note. That Security Instrument describes how and under what conditions we may be required to make immediate payment in full of all amounts we owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

# UNOFFICIAL COPY

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

*David Ratzlaff*  
\_\_\_\_\_  
DAVID RATZLAFF

*Marilyn Zielinski*  
\_\_\_\_\_  
MARILYN ZIELINSKI

SUBSCRIBED and SWORN TO  
before me this 19<sup>th</sup> day  
of January, 1993.

*Peter Coules Jr.*  
\_\_\_\_\_  
NOTARY PUBLIC SEAL  
Peter Coules Jr.  
Notary Public, State of Illinois  
My Commission Expires 12/31/95

mail to  
Crotolis & Beard  
345 Wacker Dr.  
Suite 2615  
Chicago, IL 60606

9:11:15