



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

\$23.50

THIS INDENTURE, made March 21, 1994 between THOMAS J. HARRIS and ANNE HARRIS, his wife, CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: DEPT-01 TRN: 4525 03/23/94 15:17:00 \$4444 LC *-94-262923 \$7399 COOK COUNTY RECORDER

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 holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of this Note, in the principal sum of

---SEVENTY THREE THOUSAND and no/100 (\$73,000.00)--- 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 in instalments as follows:

One Thousand and no/100 (\$1,000.00)--- Dollars or more on the 2nd day of July 1994 and One Thousand and no/100 (\$1,000.00)--- Dollars or more on the 21st day of each month thereafter, to and including the 21st day of March, 1995, with a final payment of the balance due on the 21st day of March, 1995, with interest from March 21, 1994 on the principal balance from time to time unpaid at the rate of twelve (12) per cent per annum; each of said instalments of principal bearing interest after maturity at the rate of fifteen 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 M. C. Rosengarden, attorney, 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 4 in Block 15 in C. T. Yerkes' subdivision of Blocks 33, 34, 35, 36, 41, 42, 43 and 44 in the subdivision of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian (except the southwest 1/4 of the northeast 1/4 and the southeast 1/4 of the northwest 1/4 and the east 1/2 of the southeast 1/4 thereof) in Cook County, IL

P.I.N.: 14-19-322-007-0000 Address: 2041 W. Roscoe

Mortgagors shall make interest payments only on the 21st day of April, May and June, 1994

In the event this property shall be sold, transferred or assigned, the entire remaining balance unpaid hereunder, shall without notice or demand, be due and owing, in full, immediately.

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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 in 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.

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.

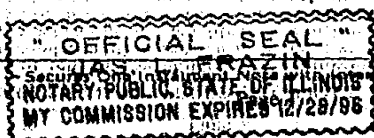
Signatures of Thomas J. Harris and Anne Harris with (SEAL) marks.

STATE OF ILLINOIS, I, the undersigned, A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook Thomas J. Harris and Anne Harris, his wife,

who are personally known to me to be the same persons 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.

Given under my hand and Notarial Seal this 23rd day of March 1994

Notarial Seal



Handwritten number 2350 and initials T.B.

M. C. ROSENBERG
Attorney at Law
405 Lake Cook Road
Deerfield, IL 60015
(708) 498-8955

FOR RECORDERS'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

MAIL TO:

FOR THE PROTECTION OF BOTH THE MORTGAGEE AND
TRUST COMPANY, TRUSTEE, HEREON THE TRUST DEED IS
FILED FOR RECORD.

Assistant Vice President
Chicago Title and Trust Company

CHICAGO TITLE AND TRUST COMPANY,
Trustee

IMPORTANT!

Identification No. 278899

1. Mortgagee shall 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 companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in accordance with the provisions of the mortgagee's policy, and the lender shall be entitled to the benefit of the holder of the note, such rights to be exercised by the lender as provided in the standard mortgagee 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.

2. Mortgagee 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 Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full upon protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3. Mortgagee shall keep all buildings and 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 companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in accordance with the provisions of the mortgagee's policy, and the lender shall be entitled to the benefit of the holder of the note, such rights to be exercised by the lender as provided in the standard mortgagee 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 hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder requested to Mortgagee 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 purchases, discharge, compromise or settle any lien or other prior lien or title or claim hereof, or redeem from any tax sale or foreclosure affecting said premises, or contract 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 Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action hereunder 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre maturity rate set forth in the note, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre maturity rate set forth in the note, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including protest and bankruptcy proceedings, or (b) preparation for the commencement of any suit for the foreclosure hereof, or (c) preparation for the commencement of any suit for foreclosure hereof, whether or not actually commenced, or (d) preparation for the defense of any threatened suit or proceeding which might affect the premises or the assets and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, record, all other items which under the terms hereof constitute secured indebtedness in addition to that evidenced by the note, with interest thereon as herein provided; and, upon, or at any time after the filing of a bill to foreclose the 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 time of application for such receiver and without regard to the time of application for 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 certificate of sale, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and other powers which may be necessary 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 deed or instrument which the receiver is authorized to execute, or (b) the defense in case of a sale and deficiency.

5. Upon, or at any time after the filing of a bill to foreclose the 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 time of application for such receiver and without regard to the time of application for 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 certificate of sale, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and other powers which may be necessary 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 deed or instrument which the receiver is authorized to execute, or (b) the defense in case of a sale and deficiency.

6. Mortgagee 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 Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full upon protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

7. When the indebtedness hereof by 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 or foreclosure hereof, and 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 Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, and other expenses incident to the foreclosure hereof, including all such items as are mentioned in the preceding paragraph hereof, record, all other items which under the terms hereof constitute secured indebtedness in addition to that evidenced by the note, with interest thereon as herein provided; and, upon, or at any time after the filing of a bill to foreclose the 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 time of application for such receiver and without regard to the time of application for 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 certificate of sale, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and other powers which may be necessary 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 deed or instrument which the receiver is authorized to execute, or (b) the defense in case of a sale and deficiency.

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 hereof, record, all other items which under the terms hereof constitute secured indebtedness in addition to that evidenced by the note, with interest thereon as herein provided; and, upon, or at any time after the filing of a bill to foreclose the 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 time of application for such receiver and without regard to the time of application for 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 certificate of sale, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and other powers which may be necessary 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 deed or instrument which the receiver is authorized to execute, or (b) the defense in case of a sale and deficiency.

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 instituting same in an action at law upon the note hereby secured.

10. 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.

11. Trustee 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 Trustee be obliged to record this trust deed or to execute any power herein given expressly or impliedly 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 and liability to it before exercising any power hereunder.

12. Trustee shall release this trust deed and the lien thereon 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 hereof, produce and exhibit to Trustee the note, representing that all indebtedness 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 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 original note and which purports to be executed by the person identified as the maker hereof, and where the release is requested of the original trustee 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 person herein designated as maker hereof.

13. Trustee may release in writing filed in the office of the Recorder or Registrar of Deeds of the county in which this trust deed has been recorded or filed, in case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given to Trustee, and the word "Mortgagee" which 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. The word "note" when used in this instrument shall be construed to mean "note" when more than one note is used.

14. Before releasing this trust deed, Trustee or Successor shall receive for his services a fee as determined by its rate schedule in effect when the release deed is made. Trustee or Successor shall be entitled to reasonable compensation for any other act or service performed under any provision of this trust deed. The provisions of the "Trust and Trustee Act" of the State of Illinois shall be applicable to this trust deed.

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