

TRUST DEED (MORTGAGE)  
For Use With Note Form 1143  
(Monthly Payments Including Interest)

UNOFFICIAL COPY 35265370

CAUTION: Consult a lawyer before executing or filing under this form.  
A warranty, including title, is not made by this form.

THIS INSTRUMENT, made March 15, 1994

between CHRIST FAMILY MISSIONARY BAPTIST CHURCH, INC., 10540 S. Halsted Street, Chicago, Illinois, 60628

herein referred to as "Mortgagors," and LAWRENCE SMITH 8616 S. Marshfield, Chicago, Il.,

herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Trustee and delivered, in and by which note Mortgagors promise to pay the principal sum of One Hundred Sixty-five Thousand and no/100

Dollars, and interest from April 1, 1994 on the balance of principal remaining from time to time unpaid at the rate of 5 percent per annum, such principal sum and interest to be payable in installments as follows: One Thousand and no/100 Dollars on the 1st day of April 1994 and

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 day of 1994; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of percent per annum, and all such payments being made payable at 8616 S. Marshfield, Chicago, Il. or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or 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 city of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

P.I.N. 25-17-222-040

Lot 17 to 23 inclusive, except that part lying East of a line 50 feet West of and parallel with the East line of Section 17 in Warfield and Holman's Re-division of Block 8 in Section 17, in addition to Washington Heights, a Subdivision of the South 1/2 of the Northwest 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 17, Township 37 North, Range 14, East of the Third Principal Meridian, Cook County, Illinois. c/k/a 10540 South Halsted Street, Chicago, Il.

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

TOGETHER with all improvements, tenements, easements, 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 rents, issues and profits are pledged primarily, and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, in-lair beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed on the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purpose 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, such said rights and benefits Mortgagors do hereby expressly release and waive.

The name of a record owner is: CHRIST FAMILY MISSIONARY BAPTIST CHURCH, INC.

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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Lawrence W. Smith (Seal) PRESIDENT  
Clementine Suttle (Seal) SECRETARY  
James Kay Smith (Seal) TREASURER

OFFICIAL SEAL  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES AUG 21 1994

I, the undersigned, a Notary Public in and for said County of Cook, do hereby certify that Lawrence W. Smith, Clementine Suttle, James Kay Smith, 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, including the release and waiver of the right of homestead.

MAILED 70  
MAY 10 1994

Notary Public: Geraldine C. Simmons, 737 East 93rd St., Chicago, Il., 60619  
Mail this instrument to: Geraldine C. Simmons, 737 East 93rd St., Chicago, Il., 60619

OR RECORDER'S OFFICE BOX NO.

235 JG

THE FOLLOWING ARE THE TO-HOLDERS, SUCCESSORS AND PAYEE(S) REFERRED TO IN PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH BEGINS:

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinate to the lien hereof; (4) pay when due any indebtedness which may be secured by a charge on the premises together to the lien hereof and upon request a satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any building or building now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.

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

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises in good repair, to wit: by fire, lightning and wind-torn under policies providing for payment by the insurance company of no less, within thirty days, the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the terms of the note, under whatever policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, including the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewed policies issued by the issuer, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the expiration date of such expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any repairs or improvements, or pay the cost of such repairs or improvements in any form and manner deemed expedient, and may, without notice, make a sale of principal and interest on prior encumbrances, if any, and purchase, discharge, compromise or pay the same and may, without notice, make a sale of principal and interest on any tax, sale or forfeiture affecting said premises or contest any tax or assessment. All moneys received from such sale or proceeds from foreclosure and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, shall be paid to the Trustee or to the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable expenses of Trustee or holders of the note in carrying which action herein authorized may be taken, shall be so much additional and independent indebtedness secured by this deed, to wit: due and payable without notice, and with interest thereon at the rate of nine percent per annum. Trustee or holders of the note, however, is considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized, shall be liable to the mortgagors only as to such payment according to any bill, statement or estimate procured from the appropriate public official with proper notice to the mortgagors of such bill, statement or estimate of any tax, assessment, sale, forfeiture, tax lien or other official act.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due, and up to the term of each item. At the election of the holder of any unpaid note, and without notice to Mortgagors, all unpaid notes under this Trust Deed shall notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable, and all principal or interest or principal or interest in case of default shall occur and continue for three days in the performance of any other covenant of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by foreclosure or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and to do so in the manner provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof filed in any court, the mortgagors shall be liable for the indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by the Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, costs for documentary and special taxes, for advertising and preparing for sale, for expenses for and costs (which may be estimated as to items to be expended after entry of the decree for sale) and for the purchase and maintenance of fire insurance, guaranty policies, liens certificates and similar charges and expenses, which expenses shall be paid by the mortgagors to the extent to be reasonably necessary either to protect such suit or to enable the holder of the note to bring suit thereon. In addition to the principal and interest on the value of the bill to the value of the premises. In addition, all expenditures and expenses of the suit to enforce the mortgage mentioned shall be come so much additional indebtedness secured hereby and made due and payable, with such additional interest, penalties and payments, when paid or incurred by Trustee or holder of the note in connection with any action, suit or proceeding in connection with the foreclosure hereof, and in any proceedings, to which either of them shall be a party, either as plaintiff or defendant, its heirs, assigns or assigns in interest, in any foreclosure or in the proceedings for the enforcement of any suit for the recovery by or for a holder of a bill secured hereby or in the proceedings for the enforcement of any suit for the recovery by or for a holder of a bill secured hereby, or in any proceedings actually commenced or to be commenced for the enforcement of any suit for the recovery by or for a holder of a bill secured hereby, or in any proceedings actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be divided and applied in the following order of priority: First, to the payment of all costs and expenses incident to the foreclosure proceedings, including all reasonable attorneys' fees and costs, the proceeds being paid ratably thereof; second, all other items which under the terms hereof constitute secured indebtedness; third, to that extent of the principal note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining due on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed in the Court in which the same is filed, the holder of any unpaid note or receiver of said premises or such applicant may be made either before or after said foreclosure sale, without regard to the priority of indebtedness of Mortgagors at the time of application for such receiver, and without regard to the time when the premises under the mortgage were sold, the sum of all be then occupied as a homestead or not, and the Trustee hereunder may be appointed receiver of the same. The receiver shall be bound to collect the entire interest and profits of any business during the pendency of such foreclosure suit and proceeds of such foreclosure suit, and to apply the same to the satisfaction of such receiver, which shall be applied to collect such rents, issues and profits, and all other proceeds, which shall be applied in the order provided for the protection, preservation, control, management and operation of the premises during the foreclosure proceedings, and the receiver may also be authorized the receiver to apply the net income in his hands in payment in whole or in part of the principal and interest of any unpaid note hereby secured by any decree foreclosing the Trust Deed, or any tax, special assessment or other lien which may be enforceable against the premises, or against the mortgagors of such debt, provided such application is made prior to foreclosure sale, and the debt may be used for such purposes.

10. No action for the enforcement of the lien of this Trust Deed or of any unpaid note hereunder shall be commenced until the premises hereunder shall be found to be good and available to the party entertaining same in an action at law upon the said note or debt.

11. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times, and if necessary therefor shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or value of the premises hereunder, and shall not be held liable or accountable for any loss of this Trust Deed or to exercise any power herein unless expressly required by the terms hereof, and shall not be held liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of his agents or employees or Trustee and he shall require indemnities satisfactory to him before exercising any power herein given.

13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all the indebtedness secured by this Trust Deed has been fully paid, and Trustee may execute and deliver a release thereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal 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 has 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 principal 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 principal note, such trustee herein may accept as the genuine principal note herein described any note which may be presented and which conforms as aforesaid with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which the instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee,

shall be first Successor in Trust and in the event of his or its death, resignation or ability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be 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.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming a lien or through Mortgagors, and the word "Mortgagors" when used herein shall include and bind persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note of this Trust Deed.

ORIGINAL FILED

This Instrument Notarized in the within Trust Deed has been

Identified in accordance with under Identification No. \_\_\_\_\_

**IMPORTANT**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Trustee