

TRUST DEED

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94-359205

R79294

CTC/

APRIL 15 1994

THIS INDENTURE, made on the 15 day of APRIL, 1994,

PAMELA JESSEE

THE ABOVE SPACE FOR RECONOER'S USE ONLY
1994, between JOSEPH JESSEE and

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 of the Instalment Note hereinabove described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of TWENTY-EIGHT

THOUSAND AND NO/00 (\$27,000.00)

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER INDEPENDENT TRUST CORPORATION TTEEBO, Trust No. 1606451 (William Hochler)

and delivered, in and by which said Note the Mortgagors promise to pay the said principal and interest only from APRIL 20, 1994, on the balance of principal remaining from time to time unpaid at the rate of payment of EIGHT (8) per cent per annum in instalments (including principal and interest) as follows:

ONE HUNDRED EIGHTY (\$180.00) AND NO/00 - - - - - Dollars or more on the 1st day of MAY 1994, and ONE HUNDRED EIGHTY (\$180.00) AND NO/00 - - - - - Dollars or more on the 1st 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 1st day of NOVEMBER, 1994. 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 unless paid when due shall bear interest at the rate of EIGHT (8) per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 INDEPENDENT TRUST CORPORATION Trust No. TTEEBO in said City, 15255 South 94th Avenue, Orland Park, IL 60462, Suite 303.

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 Village of Palos Hills COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

PARCEL 1: UNIT 11130-A IN WOODS EDGE CONDOMINIUM, AS DELINEATED ON SURVEY OF CERTAIN PARTS OF LOT 11 (EXCEPT THAT PART FALLING IN KEANE AVENUE) IN MCGARTH AND AHERN SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS (HEREINAFTER REFERRED TO AS PARCEL), WHICH SURVEY IS ATTACHED AS EXHIBIT "B" AND "C" TO DECLARATION MADE BY AETNA STATE BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 6, 1976, AND KNOWN AS TRUST NO. 102109, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 23667055, AS AMENDED FROM TIME TO TIME, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTEnant TO SAID UNIT AS SET FORTH IN THE DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDMENTS. DECLARATIONS ARE FILED OF RECORD IN THE PERCENTAGE SET FORTH IN SUCH AMENDED DECLARATIONS WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY IN COOK COUNTY, ILLINOIS.

Permanent

Commonly)

which, with the property together with so long as not for conditioning, water foregoing), wherein foregoing are all equipment or article the real estate.

TO HAVE AN

trusts herein set forth rights and benefits.

This trust deed this trust deed) successors and a

WITNESS the

Joseph Jesse

STATE OF ILLINOIS,

County of Cook

{ SS. }

I, John M. Macriane,
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT JOSEPH JESSEE and PAMELA JESSEE

"JOSEPH JESSEE" is personally known to me to be the same person as whose name is JOSEPH JESSEE subscribed to the instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument at their home, for the use and purposes therein set forth.

My Commission Expires 11/07

I have affixed my Notarial Seal this

15 day of April 1994

Notary Public

Notary Seal

Form BO7 Trust Deed and Mortgagor's Note. One Instalment Note with Interest included in Payment.

11/76

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462626

MAIL TO: JOHN H. WILCOX, JR.
1000 17TH STREET, N.W.
WASH. D.C. 20006
RECEIVED BY: JOHN H. WILCOX, JR.
1000 17TH STREET, N.W.
WASH. D.C. 20006
DATE: APR 11, 1974
TIME: 10:28 A.M.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10-10-2014 BY SP5 JAS

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THE COVENANTS, CONDITIONS, RESTRICTIONS AND PROVISIONS OF THIS DEED OF TRUST

1. Mortgagors shall (a) promptly repair, recondition or rebuild any buildings or improvements of new or better grade which may become damaged or destroyed, (b) keep said premises in good condition and repair, without waste and free from damage from any other cause or causes for which they are expressly subordinated to the lien hereof, (c) pay when due any indebtedness which may be created by reason of charges on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of all such indebtedness, (d) complete within a reasonable time any building or buildings now or at any time under construction on the above described premises, in compliance with all requirements of law or municipal ordinances with respect to the premises and the work thereon, (e) make no material alterations in said premises except as required by law or municipality.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, if any, in amounts, taxes, service charges, sewer service charges, and other charges against the premises when due, and shall, upon written notice, furnish to Trustee or his holder(s) of the note 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 insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to refuse to loan so insured and a policy is provided for payment by the insurance companies of money sufficient either to pay the cost of repairing or repairing the same, or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage 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 termination of the note, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or performance of any liability or obligation required of Mortgagors in any sum and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise, or settle any tax bill or other prior lien or title or claim thereof, 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 attorney's fees, and any other money 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 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 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 therein. Fraction of Trustee or holder(s) 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.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to the note or any encumbrance may do so according to any bill, statement or estimate presented from the appropriate public office, without inquiry as to the accuracy of such bill, statement or estimate or as to the validity of any tax, assessment, sale, forfeiture, taxation or claim thereof.

6. 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 holder(s) of the note, and without notice to Mortgagors, all unpaid indebtedness secured by the 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 or making payment of any amount due 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.

7. 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 which 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, appraiser's fees, initials, documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated or to items to be expended after entry of the decree) of paying all such abstract of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title. Trustee or holders of the note may deem to be reasonably necessary, either 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 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 equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-maturity rate set forth therein, when paid or incurred by Trustee or holders 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 secured; 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.

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; 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 Mortgagors, if any, legal representatives or assigns, as their rights may appear.

9. 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 regard to the solvency or insolvency of Mortgagors 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 deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, 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, or 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, to the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be valid and available to the party interposing same in an action at law upon the note hereby secured.

11. 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.

12. 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 obligated to record the trust deed or to exercise any power herein given unless expressly authorized by the terms hereof, nor be liable for any act or omission hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnity satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien hereof by proper instrument upon presentation of a copy of 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 the same, which indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested to 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, which conforms in substance with the description herein contained of the note, and which purports to be executed by the person herein designated as the maker thereof; and where the release is requested of the named 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 persons herein designated as makers thereof.

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

15. 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 hereof 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 "notes" when more than one note is used.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act 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.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER THE INSTALLMENT NOTE SECURED BY THIS
TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE
AND TRUST COMPANY, TRINITY, BEFORE THE TRUST
DEED IS FILED IN RECORD.

RECORDED BY:

MAIL TO: JOHN M. MORRONE,
7110 W. 137TH ST #280
Paris Heights, IL 60463
 PLACE IN RECORDER'S OFFICE BOX NUMBER

Identification

779294

CHICAGO TITLE AND TRUST COMPANY

36

RECORDER'S USE ONLY
INSERT STREET ADDRESS OR
DESCRIBED PROPERTY HERE

SEARCHED
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COPIED
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