

# UNOFFICIAL COPY

95500413

## TRUST DEED

CTTC Trust Deed 7

Individual Mortgagor

One Instalment Note Interest Included in Payment

USE WITH CTTC NOTE 7

Form 807 R.1/95

786059

E P 900 L

DEPT-01 RECORDING

\$27.00

T40012 TRAH SS17 07/31/95 13:18:00

43382 J. JM \*-95-5004 13

COOK COUNTY RECORDER

This trust deed consists of four pages (2 sheets 2 sides). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof, and shall be binding on the mortgagors, their heirs, successors and assigns.

THIS INDENTURE, made July 27, 1995, between J.T Cooper Also Known as James Cooper and Shirley Cooper His Wife, 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 Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders Of The Notes, in the Total Principal Sum of Eighteen thousand Eight Hundred Ninety and 89/100\*\*\$18,90.89\*\* DOLLARS, evidence 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

on the balance of principal remaining from time to time unpaid at the rate of \* per cent per annum in installments (including principal and interest) as follows:

19 , and Dollars or more on the day of each

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 11th day of September 19 95 . 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 each installment unless paid when due shall result in liquidated damages of:

1. \$ PER LATE PAYMENT, or

2. 5.8 PERCENT OF THE TOTAL MONTHLY PAYMENT, or

3. NO LIQUIDATED DAMAGES FOR LATE PAYMENT,

and all of said principal and interest being made payable at such banking house or trust company in Chicago , Illinois, as holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment then at the office of

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 the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the, COUNTY OF AND STATE OF ILLINOIS, to wit:

\* SEE TERMS AS STATED IN NOTE

LOT 27 AND THE NORTH 5 FEET OF LOT 28 IN BLOCK 68 IN WASHINGTON HEIGHTS, BEING A RESUBDIVISION OF LOTS 1 AND 2, BLOCK 13, ALL OF BLOCK 14, LOTS 7 TO 63 INCLUSIVE, IN BLOCK 20, LOTS 1, 2, AND 3 IN BLOCK 21 AND ALL OF BLOCKS 24, 25, 28 AND 29, ALL OF SECTION 18 and 19, ALSO A SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 20 AND THAT PORTION OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 19, EAST OF PROSPECT AVENUE, ALL IN TOWNSHIP 37, NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Perm Id #25-19-210-030-0000

Property address: 11252 S. Church ST, Chicago, IL 60643

BOX 333-CTI

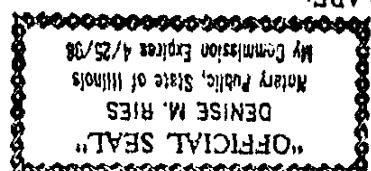
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payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other  
any act hereinafter required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial  
any case of default therein, trustee or the holders of the notes, or of any of them, may, but need not, make any payment or performance  
in case of default therein, shall deliver renewall policies less than ten days prior to the respective dates of expiration.

4. In case of damage, to each policy, and shall deliver all policies, including addional and renewall policies, to holders of the notes, and in case of  
loss or damage, to trustee for the benefit of the holders of the notes, such rights to be evidenced by the standard mortgage clause to be  
attached to each policy, all in companies sufficient to pay the cost of replacing or repairing the same or to pay in full  
the indemnities secured hereby, all in insurance companies sufficient either to pay the cost of repairing the same or to pay in full  
for payment by the insurance companies which is required by law to have its loan so insured) under policies providing  
for replacement of windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing  
for replacement of water damage by the insurance companies which is required by law to have its loan so insured against loss of damage by  
3. Mortgagees shall keep all buildings and improvements now or hereafter situated on said premises insured against loss of damage by  
by statute, any tax or assessment which Mortgagees desire to contest.

of the notes duplicate receipts therefor. To prevent default hereunder Mortgagees shall pay in full under protest, in the manner provided  
sever service charges, and other charges against the premises when due, and shall, upon written request, furnish to trustee or to holders  
2. Mortgagees shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges,  
use thereof; (c) make no material alterations in said premises except as required by law or municipal ordinance  
of execution upon said premises; (d) comply with all requirements of law or municipal ordinances and the  
lien to trustee or to holders of the note, (d) complete within a reasonable time any building or buildings now or at any time in process  
a lien or charge on the premises superior to the lien hereon, and upon receipt exhibit satisfactory evidence of the discharge of such prior  
other liens or claims for lien not expressly subordinated to the lien hereon; (c) pay when due any indebtedness which may be secured by  
may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanicals or  
1. Mortgagees shall (a) promptly repair, restore and rebuild any buildings or improvements now or hereafter on the premises which



Notarial Seal

Notary Public

Given under my hand and Notarial Seal this 27th day of , July 1995

voluntarily act for the uses and purposes herein set forth.  
This day in person and acknowledged that they signed and delivered the said instrument as their free and  
who personally known to me to be the same person (s) whose name (s) subscribed to the foregoing instrument, appeared before me

I, Denise M. Ries, Denies Ries CERTIFY THAT James T. Cooper and Shirley A. Cooper, His wife  
a Notary Public in and for the residing in said County, in the state  
afforesaid, DO HEREBY CERTIFY THAT James T. Cooper and Shirley A. Cooper, His wife

County of Cook

SS

STATE OF ILLINOIS

[SEAL]

[SEAL]

Shirley A. Cooper

James T. Cooper

[SEAL]

[SEAL]

[SEAL]

WITNESS the hand and seal of Mortgagees the day and year first above written.

Witness the hand and seal of Mortgagees the day and year first above written.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses  
considered as constituting part of the real estate.

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 heretofore placed in the premises by the mortgagees or their successors or assigns shall be  
and water heaters.

(without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, radiator beds, awnings,  
heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including  
which said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter herein used to supply  
provisions thereof for so long and during all such times as Mortgagees may be entitled thereto (which are pledged primarily and on a party  
TODGETHER with all improvements, tenements, fixtures, easements, casesments, fixtures and appurtenances hereto belonging, and all rents, issues and  
which with the property hereinbefore described, is referred to herein as the "premises".

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prior lien or title or claim thereto, or redeem from any tax sale or forfeiture affecting said premises or content any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the notes, or of any of them, 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 highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturity rate set forth therein. Inaction of Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Trustee or the holders of the notes 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 injury 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.

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 holders of the principal notes, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal notes or in this Trust Deed to the contrary, become due and payable: (a) immediately in the case of default in making payment of any of the principal notes, or (b) when default shall occur and continue for three days in the payment of any interest or 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 notes, or any of them, 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 sale all expenditures and expenses, which may be paid or incurred by or on behalf of Trustee or holders of the notes, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication 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, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the notes, or any of them, 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 highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturity rate set forth therein, when paid or incurred by Trustee or holders of the notes 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 principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; 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 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 notice, without regard to the solvency or insolvency of the 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 the 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 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: (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 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 good and available to the party interposing same in an action at law upon the notes hereby secured.

11. Trustee or the holders of the notes, or of any of them, 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 the trust deed, nor shall Trustee 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 or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it 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 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

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

MAIL LOCATION 09RL  
171 N. CLARK  
CHICAGO, IL 60601

Mail To:

{ } Records Box 333

Form 807 R.1/95

CITC Trust Deced 7. Individual Mortgagor Does Insurement Note Interests Enclosed in Symmetric Use with CITC Note 7.

Assistant Vice President, Assistant Secretary.

AND TRUST COMPANY, TRUSTEE,  
BEFORE THE TRUST DEED IS FILED  
FOR RECORD.

## CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

890982

The provisions of the "Trusts and Trustees Act" of the State of Illinois shall be applicable to this trust Dec'd.

15. This Trust Deed and all provisions hereof, shall extend to the be bidding upon Mortgagors and all persons claiming under or given Trustee.  
16. Through Mortgagors, and the word "Mortgagors", when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any party thereto, whether or not such persons shall have executed the principal notes of this Trust Deed.  
17. Before releasing this trust deed, Trustee or successor shall have received 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 provision, one of which is trust deed.

14. This license may resign by instrument in writing filed in the office of the Recorder of Register of Titles in which this instrument makes thereof.