

95645227

TRUST DEED

CTTC Trust Deed 9
Individual Mortgagor
Secures One Instalment Note
Interest in Addition to Payment
USE WITH CTTC NOTE 9
Form 134 R.1/95
787485

DEPT-01 RECORDING \$33.50
T4222 TRAN 6265 09/22/95 16:12:00
#1600 6 KB # -95-425227
COOK COUNTY RECORDER

This trust deed consists of ^{five} 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 September 12 19 95, between Patricia E. Lutton, married to Paul H. Lutton

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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders Of The Notes, in the Total Principal Sum of

Twenty-five thousand (\$25,000.00) DOLLARS,

evidence by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER Dr. Warren H. Lutton and delivered, in and by which said Note the Mortgagors

promise to pay the said principal sum in installments as follows: Dollars or more on the day of sixty (60) days 19, and Dollar or more on the of each thereafter, to and including the after delivery day of 19, with a final payment of the balance due on the day of of written demand

19, with interest from March 21, 1994 payable on the principal balance from time to time unpaid at the simple rate of 10% per cent per annum; provided that each installment unless paid when due shall result in liquidated damages of:

- 1. \$ PER LATE PAYMENT, or
- 2. 5% PERCENT OF THE PRINCIPAL 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 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 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 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 Cook AND STATE OF ILLINOIS, to wit:

UNIT 1010 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN MEADOWLAKE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 98168720, AS AMENDED, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P-I-N # 05-30-100-044-1042

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

RECORDED IN BLD CONDITION

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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 and 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 mortgagor, its successors and assigns.

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

Patricia E. Lutton (SEAL)
PATRICIA E. LUTTON

With regard to any claim of Homestead
Paul H. Lutton (SEAL)
PAUL H. LUTTON

____ (SEAL)

____ (SEAL)

STATE OF ILLINOIS

SS

County of Cook

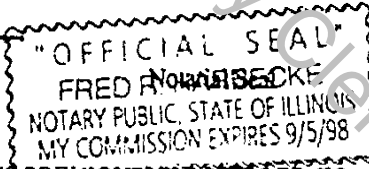
I, _____ a Notary Public in and for the residing in said County, in the state aforesaid, DO HEREBY CERTIFY THAT

Patricia E. Lutton and Paul H. Lutton who personally known to me to be the same person (s) whose name (s) 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 1st day of, September, 1995

Paul H. Lutton

Notary Public



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THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

1. Mortgagors shall (a) promptly repair, restore and 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, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior 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 of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
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 notes 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 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 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 companies satisfactory to the holders of the notes, under insurance policies payable, 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, and shall deliver all policies, including additional and renewal policies, to holders of the notes, 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 therein, Trustee or the holders of the notes, or of any of them, 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 other

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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 attorneys' 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 use 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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any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal notes, 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 notes herein described any notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the principal notes described herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport 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 of Registrar of Titles in which this instrument shall have been recorded or filed. 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 the 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 principal notes or this Trust Deed.

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 Trustees Act" of the State of Illinois shall be applicable to this trust Deed.

IMPORTANT!

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

Identification No. 787485

CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

BY [Signature]
Assistant Vice President, Assistant Secretary.

CTTC Trust Deed 9. Individual Mortgagor Secures One Instalment Note Interest in Addition to Payment Use with CTTC Note 9 Form 134 R.1/95

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[] Recorders Box 333

[x] Mail To: Fred R. Haybecke
134 N. LaSalle, 2222
Chicago, IL 60602

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



1010 Arbor Lane

Northfield, IL 60093

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Rider Made to That Trust Deed
Dated: September 12, 1995
By and Between Dr. Warren H. Lutton
and Patricia E. Lutton and Paul H. Lutton, as Trustee

The parties hereto agree that to the extent that the terms of the Trust Deed to which the Rider is attached differ from the terms of this Rider, the terms of this Rider shall prevail. In all other respects the terms of the Trust Deed shall be given full force and effect.

1. Prepayment. The Mortgagor may, at her option, from time to time prior to maturity, prepay without premium, part or all of the principal amount of the Installment (Demand) Note.

2. Due On Sale. In the event the Mortgagor shall convey her interest in the property secured by the Trust Deed, other than that resulting from the death of a Mortgagor, to any person or persons other than the Mortgagor or shall suffer to permit Mortgagor's equity of redemption in the property secured by the Trust Deed to become vested in any person or persons other than the Mortgagor, then in any such event the Holder is hereby authorized and empowered at his or her option and without affecting the lien created by said Trust Deed or the priority of said lien or any right of the Holder thereunder, to declare all sums evidenced hereby immediately due and payable and said Holder may immediately proceed to foreclose the said Trust Deed and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately. Acceptance by the Holder of any payments made by any person or persons other than the Mortgagor shall not be deemed a waiver by the Holder of his or her right to require or enforce performance of this provision or to exercise the remedies thereunder. For the purpose of this provision the word "person" means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or governmental or political subdivision thereof or any one or more or combination of the foregoing.

3. Waiver of Homestead. The Mortgagor hereby waives and releases all homestead exemptions in the Property provided by Illinois law.

Dated: September 12, 1995

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LOAN MODIFICATION AGREEMENT

This Agreement is made this 12th day of September, 1995, by and between Dr. Warren H. Lutton (the "Lender"), and Patricia E. Lutton and Paul H. Lutton (jointly and severally the "Borrowers").

WHEREAS, the Borrowers are duly indebted to the Lender in the amount \$25,000.00, as evidenced by Installment Note dated March 21, 1994 (the "Note"), which Note is presently unsecured;

WHEREAS, the Note was due and payable on March 20, 1995, but Borrowers have requested that the Lender forebear from collection, and grant an extension of such date;

WHEREAS, the Lender has consented to forebear from collection and to grant an extension, so long as the Note is amended to be payable upon demand, and so long as Patricia E. Lutton grants the Lender a junior collateral interest in the residence located at and commonly known as 1010 Arbor Lane, Northfield, IL 60093 (the "Property");

NOW THEREFORE, in consideration of the foregoing, for payment of ten dollars, and for other good and valuable consideration the receipt and sufficiency of which the parties hereto acknowledge, the parties agree as follows:

1. The Installment Note dated March 21, 1994, is hereby amended to provide that payment of the principal balance shall not be due on March 20, 1995, but instead shall be due sixty (60) days after delivery of written demand from the Lender.

2. Patricia E. Lutton, hereby agrees to execute in favor of the Lender, a junior trust deed in the form attached hereto, granting the Lender a collateral interest in the Property.

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3. Except as modified by this Agreement, the terms and conditions of the Note shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Loan Modification Agreement on the date first above-written.

LENDER

BORROWERS

Dr. Warren H. Lutton
Dr. Warren H. Lutton

Patricia E. Lutton
Patricia E. Lutton

Paul H. Lutton
Paul H. Lutton

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