

UNOFFICIAL COPY

TRUST DEED

F	2750	A
P		P
T	2750	V
I	KB	

95868819

DEPT. OF RECORDING \$27.50
 10004 TRAR 0972 12/14/95 1126100
 13461 1111 95868819
 COOK COUNTY RECORDER

CITIC Trust Deed 9
 Individual Mortgagor
 Secures One Installment Note
 Interest in Addition to Payment
 USE WITH CITIC NOTE 9
 Form 134 R.195

7890-19

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 November 30 1995, between DANNY L. DILLARD and LAURA M. DILLARD 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 EIGHT THOUSAND THREE HUNDRED SEVENTY AND 00/100

----- 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 in installments as follows: \$2,000.00 Dollars or more on the 1st day of December 1995, and \$500.00 Dollars or more on the 1st day of each month thereafter, to and including the 30th day of June 1996, with a final payment of the balance due on the 1st day of July 1996, with interest from

----- on the principal balance from time to time unpaid at the rate of ----- percent per annum; provided that each installment unless paid when due shall result in liquidated damages of:

1. ----- PERCENT LATE PAYMENT, or
2. ----- 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 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 Ernest L. Gowen & Associates, Ltd., 15507 S. Cicero, Suite 200, Oak Forest, IL 60452, 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:

LOT 8 IN ASHBURN SOUND. BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PLN NO.: 27-17-303-001-0000

ADDRESS: 10851 Julliana Road, Orland Park, IL 60462

95868819

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

UNOFFICIAL COPY

TOGETHER with all improvements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagees 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 placed in or upon said real estate and 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, inlaid beds, awnings, robes, 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 mortgagee 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 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, which said rights and benefits the Mortgagees 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 mortgagee, its successors and assigns.

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

[SEAL]
DANNY I. DIALLIO

[SEAL]
LAURA M. DIALLIO

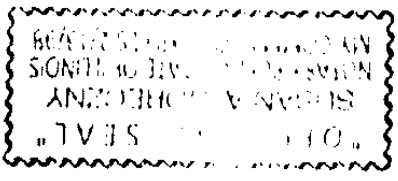
STATE OF ILLINOIS
County of Cook

I, Susan A. Goreczny, a Notary Public in and for the residing in said County, in the state aforesaid, DO HEREBY CERTIFY THAT DANNY I. DIALLIO and LAURA M. DIALLIO, his wife 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 the free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of November, 1995.

Notarial Seal

STATE OF ILLINOIS
COUNTY OF COOK



95866619

UNOFFICIAL COPY

- 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 claim and assurances with respect to title as Trustee or holders of the notes, or any of them, may deem to be reasonably necessary either in prosecute such suit or to evidence to bidder at any sale which may be had pursuant to such decree the true condition of the title as 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 surplus 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 true 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

UNOFFICIAL COPY

Orland Park, IL 60462

10851 ATLANTIC ROAD

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

Ernest L. Gowen & Associates, Ltd.
15507 South Cicero, Suite 200
Oak Forest, IL 60452

Mail To:

Recorders Box 333



Property of Cook County Clerk's Office

Form 177 (1-75)

(CIT) Trust Deed 9, Individual Mortgages Secures (see Instrument Note Interest in Addition to Payment Use with CIT) Note 9

619899556

FOR RECORD

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

Assistant Vice President, Assistant Secretary

CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

Identification No. 789019

Immediately upon the filing and cloning of the aforesaid described real estate,
The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable in this trust deed.
17. All unpaid indebtedness secured by this Trust Deed shall also become due and payable
under any provisions of 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 of successor shall be entitled to reasonable compensation for any other act or service performed
of the indebtedness or any part thereof, whether or not such persons shall have executed the principal notes or this Trust Deed.
15. This Trust Deed and all provisions hereof, shall extend to the binding upon Mortgages and all persons claiming under or
through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment
given Trustee.
14. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds 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
makers thereof.
with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as
herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance
where the release is requested of the original trustee and it has never placed its identification number on the principal notes described
herein contained of the principal notes and which purport to be executed by the persons herein designated as the makers thereof; and
requested of a successor trustee, such successor trustee may accept as the genuine notes herein described any notes which bear an
indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is
any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal notes, representing that all