

TRUST DEED

UNOFFICIAL COPY 95895601

CTTC Trust Deed 7
Individual Mortgagor
One Instalment Note Interest Included in Payment
USH WITH CTTC NOTE 7
Form 807 R.1/95

DEPT-01 RECORDING \$27.50
100009 TRAM 0303 12/26/95 15:50:00
19852 1 RM \* -95-895601
COOK COUNTY RECORDER

78745

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 this October 30 19 95, between HEIDI B. BRAMLETTE, divorced and not

since remarried herein referred to as "Mortgagor" and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as "TRUSTEE", witnesseth:

THAT, WHEREAS the Mortgagor is 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 40,521.41 DOLLARS, evidence by one certain

Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF RESUBST HEIDI B. BRAMLETTE as Trustee and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from of the VICTORIA BRAMLETTE TRUST balance of principal remaining from time to time unpaid at the rate of 0% per cent per annum in installments (including principal and interest) as follows: Dollars or more on the day of

thereafter until said note is fully paid except that on final payment of principal and interest, if not sooner paid, shall be due on the 14 day of May 2017 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. PEN LATE PAYMENT, or
2. PERCENT OF THE TOTAL MONTHLY PAYMENT, or
3. NO LIQUIDATED DAMAGES FOR LATE PAYMENT,

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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

UPON SALE OF THE PROPERTY

NOW, THEREFORE, the Mortgagor 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 Mortgagor 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: P.I.N. #27-23-100-009-0000

PARCEL 1:

THAT PART OF LOT 6 IN CRYSTAL CREEK PHASE 3, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BEING PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF AFORESAID LOT 6; THENCE NORTH 00 DEGREES, 20 MINUTES, 10 SECONDS EAST, 48.08 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES, 00 SECONDS EAST, 18.51 FEET; TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES, 20 MINUTES, 10 SECONDS, EAST 30 FEET; THENCE SOUTH 39 DEGREES 39 MINUTES, 50 SECONDS EAST 45 FEET; THENCE SOUTH 00 DEGREES, 20 MINUTES, 10 SECONDS WEST 30 FEET; THENCE NORTH 89 DEGREES, 39 MINUTES, 50 SECONDS WEST 45 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS AS CREATED BY THE DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR CRYSTAL CREEK TOWNHOME ASSOCIATION RECORDED AS DOCUMENT 04183703 AND AMENDED FROM TIME TO TIME.

27.50

# UNOFFICIAL COPY

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

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

Heidi Brunette (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

STATE OF ILLINOIS

SS

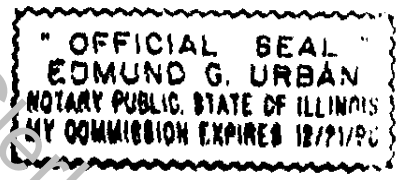
County of Cook  
EDMUND G. URBAN  
Notary Public, DO HEREBY CERTIFY THAT

HEIDI B. BRUNETTE, divorced and not since remarried

who personally knows 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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.  
Given under my hand and Notarial Seal this 30 day of October 1995

Edmund G. Urban  
Notary Public

Notarial Seal



### 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 cost, 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 heretofore 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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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 or a 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 (no) deed.

The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust Deed. **787452**

**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. 787452

CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

BY Shaun Maynor  
Assistant Vice President, Assistant Secretary.

CTTC Trust Deed 7. Individual Mortgagor One Instalment Note Interest Included in Payment Plan with CTTC Note 7.  
Form 807 R.1/95

THIS INSTRUMENT WAS PREPARED BY  
EDMUND G. URBAN, ATTORNEY  
6930 N. 159th ST., OAK FOREST, ILL. 60450  
882-8200

[ ] **Recorders Box 333**

**Mail To:**

URBAN, BURT & COSSIDENTE, LTD.  
5320 W. 159th Street  
Oak Forest, Illinois 60452



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

16055 Laurel Drive  
Orland Park, Illinois 60462

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13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and that the Trustee has no other claim or interest in the premises and that all

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, or to inquire into the validity of the signature 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 expressly or impliedly granted by the terms hereof, nor be liable for any act 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 independent verification to it before exercising any power herein given.

11. Trustee or the holders of the note, 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.

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 note hereby secured.

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 or liquidator of the Mortgages at the time of application for such receiver and without regard to the 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 rent, lease and profits of said premises during the period 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 time when Mortgages, except for the intervention of such receiver, would be entitled to collect such rent, lease and profit, 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 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.

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 proceeding, including all such items as are mentioned in the preceding paragraph hereof; second, all other liens which under the terms hereof constitute a secured indebtedness additional to that evidenced by the principal note; third, all principal and interest remaining unpaid on the principal note; fourth, any overplus to Mortgages, their heirs, legal representatives or assigns, as they may appear.

7. When the lender hereof hereby secured shall become due whether by acceleration or otherwise, holders of the note, 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 the decree for sale all expenditures and expenses, which may be paid or incurred by or on behalf of Trustee or holders of the note, or any of them, for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, mortgagee's charges, purchase 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 note, or any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence in 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 the 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 rate set forth in the note securing this trust deed. If any mortgagee or holder of the note in connection with (a) or (b) proceeding including probate and bankruptcy proceedings, in which either Trustee or holder of the note is a party, either as plaintiff, defendant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) proceedings for the commencement of any suit for the foreclosure of any lien or right to foreclose whether or not actually commenced; or (c) the preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. As the option of the holders of the principal note, or any of them, and without notice to Mortgages, 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 note, 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 Mortgages herein contained. When the lender hereof hereby secured shall become due whether by acceleration or otherwise, holders of the note, 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 the decree for sale all expenditures and expenses, which may be paid or incurred by or on behalf of Trustee or holders of the note, or any of them, for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, mortgagee's charges, purchase 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 note, or any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence in 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 the 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 rate set forth in the note securing this trust deed. If any mortgagee or holder of the note in connection with (a) or (b) proceeding including probate and bankruptcy proceedings, in which either Trustee or holder of the note is a party, either as plaintiff, defendant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) proceedings for the commencement of any suit for the foreclosure of any lien or right to foreclose whether or not actually commenced; or (c) the preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. The Trustee or the holders of the notes hereby secured making any payment hereby authorized relating to taxes or assessments, waiver of any right accruing to them on account of any default hereunder on the part of the Mortgages.

4. 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 note, or of any of them, to protect the mortgaged premises and the lien hereof, 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 rate set forth in the note securing this trust deed. If any mortgagee or holder of the note in connection with (a) or (b) proceeding including probate and bankruptcy proceedings, in which either Trustee or holder of the note is a party, either as plaintiff, defendant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) proceedings for the commencement of any suit for the foreclosure of any lien or right to foreclose whether or not actually commenced; or (c) the preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

3. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and that the Trustee has no other claim or interest in the premises and that all

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