



UNOFFICIAL COPY

TRUST DEED

Prepared BY THE ANSANI ANSANI & ANSANI 1411 WEST PETERSON AVENUE SUITE 202 CHICAGO, ILLINOIS 60644

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 23, 1994, between Dimitrije Rancic and Marija Rancic, 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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Fifty thousand and no/100's (\$50,000.00) dollars evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, and by which said Note the Mortgagors promise to pay the said principal sum and interest from December 23, 1994 on the balance of principal remaining from time to time unpaid at the rate of seven (7) per cent per annum in instalments (including principal and interest) as follows:

\$353.50 Dollars or more on the 23rd day of January 1995, and \$353.50 Dollars or more on the 23rd 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 23rd day of December, 1997. 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 eleven (11) per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Cook County 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 Raymond P. Palmer 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 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 City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

THE SOUTH 53 FEET OF THE NORTH 176 FEET OF LOT 7 IN A.T. RUTHERFORD'S OAK PARK FULLERTON AVENUE SUBDIVISION OF THE WEST 804 FEET OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 13-31-202-022-0000 DEPT-01 RECORDING T#2222 TRAM 4732 01/13/95 10:43:00 #2039 # KFB # 95-0228539 COOK COUNTY RECORDER

This is a second mortgage trust deed subordinate to a first mortgage of \$292,000.00 to Lake Federal Bank for Savings.

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, radiator beds, awnings, stoves and space 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 mortgagors, their heirs, successors and assigns.

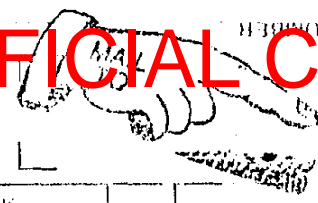
WITNESS the hand and seal of Mortgagors the day and year first above written. Dimitrije Rancic [SEAL] Marija Rancic [SEAL]

STATE OF ILLINOIS, I, Theodore J. Ansani, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Dimitrije Rancic and Marija Rancic, his wife

who are personally known to me to be the same persons whose name are subscribed to the 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.

THEODORE J ANSANI NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 11/13/98 Under my hand and Notarial Seal this 23rd day of December 1994

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CLERK OF COURTS, I. 60674

3321 N. Oak Park Avenue
CHICAGO, ILLINOIS 60648
1411 WEST PETERSON AVENUE
ANSANI & ANSANI

SUITE 02
1411 WEST PETERSON AVENUE
ANSANI & ANSANI

MAIL TO: []

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, FIRST BEFORE THE TRUST DEED IS FILED FOR RECORD.

by Alvin J. D'Amico
Assistant Secretary, Trust Company
CHICAGO TITLE AND TRUST COMPANY, Trustee.
Identification No. 783294

1. Mortgages shall promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss of damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan insured under policies providing for payment of claims for fire not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on other liens or premises superior to the complete time and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) comply with all requirements of law or municipal ordinance.

2. Mortgages 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 hereunder. Mortgages shall pay in full under protest, in the manner provided by statute, any tax material alterations in said premises except as required by law or municipal ordinance.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss of damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan insured under policies providing for payment of claims for fire not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on other liens or premises superior to the complete time and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) comply with all requirements of law or municipal ordinance.

4. In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgages in any form 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 lien or other priority lien or claim thereon, or redeem from any tax sale or foreclosure 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 moneys advanced by Trustee or holders of the note to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become securing this trust deed, if any; otherwise the premium rate set forth herein, fraction of Trustee or holders 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 Mortgages.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, assessment or estimate provided from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate, or into the validity of any tax assessment, sale, foreclosure, tax lien or title or claim thereon.

6. Mortgages shall pay each year on the anniversary of the date of recording hereof, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this 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 in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any of the covenants of the Mortgages hereon contained.

7. When the indebtedness hereby secured has 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 sale all expenses and charges which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees; Trustee's fees, appraisals, appraisers' fees, and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to terms to be expended after entry of the decree of foreclosure) all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be necessary, together with all expenses and charges of the Torrens process, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute a 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 Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

8. Upon, or at any time after the filing of a bill to foreclose or after sale, without notice, without regard to the solvency or insolvency of said premises, such appointment may be made either before or after the date of recording of this trust deed, and any receiver appointed as receiver of 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 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 the redemption or not, as well as during any further times when Mortgages, except for the full 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 or part of said period. The Court from time to time may authorize the receiver to apply the net income of the hands in payment in whole or in part of (a) the mortgage indebtedness secured hereby, or by any decree foreclosing this trust deed, or any part thereof, or (b) the deficiency in case of a sale and a deficiency to the lien hereof, or of such decree, provided such application is made prior to the foreclosure sale; (c) the deficiency in case of a sale and a deficiency to the lien hereof, or of such decree, provided such application is made prior to any defense which would not be good and available to the party impeaching same in an action at law upon the note hereby secured.

9. 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.

10. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the statements or of the identity, capacity, or authority of the signatories to the note or trust deed, nor shall Trustee be obligated to record the 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 in order to protect itself from any liability.

11. 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 Trustee may execute and deliver a release hereof at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the note, representing a full and binding discharge, such as has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, thereon by a prior trustee hereunder or of which conforms in substance with the description herein contained of the original trustee, and it has never been placed in its identification number on the note described herein, it may accept as the genuine note herein described a copy of a note which may 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 been placed in its identification number on the note described herein, it may accept as the genuine note herein described a copy of a note which may be executed by the persons herein designated as makers thereof.

12. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Receiver of Deeds of the county in which the premises herein designated as makers thereof.

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14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Receiver of Deeds of the county in which the premises herein designated as makers thereof.

15. This Trust Deed and all provisions hereof, shall extend to and be 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 claiming under or through Mortgages, and 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 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.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED).

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