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TRUST DEED

ATI TITLE COMPANY
 One TransAm Plaza Drive, Suite 500
 Oakbrook Terrace, IL 60181
 (708) 889-2400

95150289

DEED FILED FOR \$29.00
 150621 FROM 2025 03/03/95 15101100
 34913 AT 0.9% 150289
 COOK COUNTY RECORDER

783367

150621

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made FEBRUARY 27, 1995, between AMERICAN MIDWEST BANK AND TRUST AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 2, 1976, hereinafter referred to as "Trustors," and AND CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, hereinafter referred to as TRUSTEE, witnesseth

THAT, WHEREAS Trustors are jointly indebted to the legal holders of the Installment Note (the "Note") made payable to THE ORDER OF BEARER and hereinafter described, said legal holder or holders being herein referred to as the "Holders of the Note"

in the Total of Payments of \$ _____ or
 \$ _____ in the Principal or Actual Amount of Loan of \$ 14,300.00, together with interest on unpaid balances of the Actual (Principal) Amount of Loan at the Rate of Charge set forth in the Note

It is the intention hereof to secure the payment of the said indebtedness of Trustors to the Holders of the Note, within the limits prescribed herein whether the entire amount shall have been advanced to Trustors at the date hereof or at a later date.

NOW, THEREFORE, Trustors 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 Trustors 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 Trustee, its successors and assigns, the following described real property and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF _____ COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOTS 1 AND 2 IN BLOCK 118 IN MELROSE, A SUBDIVISION OF PARTS OF SECTIONS 3 AND 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

15-09-328 001

Plat 119 of 21st Melrose Park, IL 60165

Prepared By: Beneficial Alliance Inc. 118 W. York, Apt 11th Street, J.C. 60126

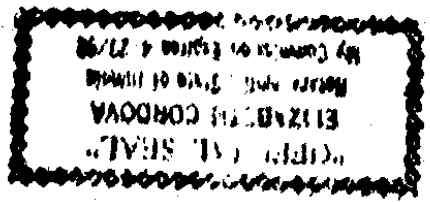
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which, with the property hereinafter described, is referred to herein as the "premises."

29.00



Property of Cook County Clerk's Office



Notary Public in and for the County of Cook, State of Illinois, Elizabeth Cordova, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she executed the same for the purposes therein set forth.

Given under my hand and Notarial Seal this 19th day of March, 1998.

TO HAVE AND TO HOLD the premises unto Trustee, his successors and assigns, forever, for the purpose, and upon the condition that the Trustee shall be considered as constituting part of the premises. TOGETHER with all improvements, easements, covenants, fixtures, and appurtenances thereto belonging, and all rents, issues, profits, and appurtenances thereon, and during all such times as Trustee may be entitled thereto (which are pledged primarily and jointly with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor covering, radiator beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said premises whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises attached thereto or not, and it is agreed that all similar apparatus, equipment or articles shall be considered as constituting part of the premises.

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2. (CONTINUED)

of Holders of the Note 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 Note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the Note, fourth, any surplus to Trustors, 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 Trustors 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 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 Trustors, 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 a 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 Note hereby secured. If Trustors voluntarily shall set off or convey the premises, in whole or in part, or any interest in the premises or by some act or means divest themselves of title to the premises without obtaining the written consent of the Holders of the Note or Trustee, then the Holders of the Note or Trustee shall have the option to declare the unpaid balance of the indebtedness immediately due and payable. This option shall not apply if (a) the sale of the premises is permitted because the purchaser's creditworthiness is satisfactory to the Holders of the Note and (b) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by the Holders of the Note including, if required, an increase in the rate of interest payable under the Note.

11. 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

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 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 any person who shall either before or after maturity thereof, produce and exhibit to Trustee this Note, 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 Note herein described any Note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the Note and which purports 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 Note described herein, it may accept as the genuine Note herein described any Note which may be presented and which conforms in substance with the description herein contained of the Note and which purports 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 or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. 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 and be binding upon Trustors and all persons claiming under or through Trustors, and the word "Trustors" 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 Note 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.

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1. Trustee shall (a) promptly repair, replace or 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 mechanical 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 lien to Trustee or to the Holder of the Note; (d) comply with a reasonable time and building or building 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. Trustor herein expressly covenant and agree to pay and keep current the monthly installments on any prior mortgage and to prevent any default thereunder. Trustor further agrees that should any default be made in the payment of any installment of principal or any interest on the prior mortgage, or should any lien be constituted or other action taken to enforce the prior mortgage, then the amount secured by this Trust Deed shall become due and payable in full at any time thereafter, as the option of Trustee or the Holder of the Note and in accordance with the Note. Trustor shall pay before any priority matters all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to the Holder of the Note duplicate receipts therefor. In case of default hereunder, Trustor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Trustor may desire to contest.

3. Trustor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, windstorm and flood damage, where the insurer is required by law to have the loss so insured, and shall pay the premium providing for coverage by the insurance company or companies sufficient to pay the cost of replacing or repairing the same or to pay in full the cost of replacement hereof, all in accordance with the policy or policies, under insurance policy payable, in case of loss or damage, to Trustee for the benefit of the Holder of the Note, and to be delivered to the standard mortgage clause or attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Holder of the Note, 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 thereon, Trustee or the Holder of the Note may, but need not, make any payment or perform any act hereunder required of Trustor in any term hereof, unless the amount secured hereon is paid in full or other partial payment of principal or interest on prior mortgages, liens, and judgments, mortgages, judgments, contracts or other liens or other debts or claims against, or recovery from any tax or insurance affecting and provided in contract any tax or assessment, Trustee or the Holder of the Note shall have the option to pay or to secure the same by any other means hereon authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the Holder of the Note to protect the mortgagee's interest and to pay the same, plus reasonable compensation to Trustee for each matter concerning which action is hereon authorized may be taken, shall be no more than the amount secured hereby and shall become immediately due and payable without notice and with interest thereon as a rate equivalent to the rate usually rate set forth in the Note securing this Trust Deed. If any, otherwise the present interest rate set forth therein, less the Holder 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 Trustor.

5. The Trustee or the Holder of the Note hereby secured making any payment by authorized public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, forfeiture, lien or title or claim may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, forfeiture, lien or title or claim hereof.

6. Trustor shall pay each term of indebtedness herein mentioned, both principal and in arrears, when due according to the terms hereof. As the option of the Holder of the Note, and without notice to Trustor, 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 when default herein occurs and continue for three days in the payment of any interest or in the performance of any other agreement of the Trustor. In the event of the death of one of the Trustors, the Holder of the Note or Trustor shall have the option to declare the unpaid balance of the indebtedness immediately due and payable.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Holder of the Note or Trustor 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 the Holder of the Note for attorney's fees, Trustee's fees, appraiser's fees, collector's fees, and any other disbursements, or the Holder of the Note for such other disbursements, public auction costs and costs (which may be estimated as to items to be expended after entry of the decree) of preparing all such abstracts of title, title searches and examinations, title insurance policies, title insurance certificates, and similar data and expenses with respect to title as Trustee or the Holder of the Note 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 or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become due and payable with additional indebtedness secured hereby and immediately due and payable, with interest thereon as a rate equivalent to the rate usually set forth in the Note securing this Trust Deed, if any, otherwise the present interest rate set forth therein, when paid or incurred by Trustee

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Form 807A Trust Deed - Individual Mortgage - Secured One Installment Note with Interest Included in Payment
R 1/25

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IMPORTANT!

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

Identification No. **783867**

CHICAGO TITLE AND TRUST COMPANY

Trustee.

By

Alan Dittmann

Assistant Secretary
~~Assistant Vice President~~

MAIL TO:

Chicago Title and Trust Company

171 North Clark St.

Chicago, IL 60601

Attn: Note Identification/Release Dept.

PLACE IN RECORDER'S OFFICE BOX NUMBER

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

RECORDING

BOOK 156

Property of Cook County Clerk's Office

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