

TRUST DEED (ILLINOIS)
For Use With Note Form 1441
(Monthly Payments Including Interest)

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95243798

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THIS INDENTURE, made December 15, 1994,
between George Manning and Barbara Manning, husband
and wife,

2446 Talman Chicago, IL 60647
(NO. AND STREET) (CITY) (STATE)
herein referred to as "Mortgagors," and Thomas P. Mulhall and
Mary M. Mulhall, 2388 E. Racquet Club Rd, Palm
Springs, CA 92262
(NO. AND STREET) (CITY) (STATE)

DEPT-01 RECORDING \$23.50
T57777 TRAM 9403 04/12/95 07:05:00
00675 RC *-95-243798
COOK COUNTY RECORDER

The Above Space For Recorder's Use Only

herein referred to as "Trustee," witnesseth; That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Trustee and delivered, in and by which note Mortgagors promise to pay the principal sum of \$11,950.00 (Eleven Thousand, Nine Hundred and Fifty and no/100) Dollars, and interest from December 15, 1994, on the balance of principal remaining from time to time unpaid at the rate of 9 per cent per annum, such principal sum and interest to be payable in installments as follows: \$192.26 (One Hundred and Ninety Two and 26/100) Dollars on the 15th day of January, 1995, and \$192.26 (One Hundred and Ninety Two and 26/100) Dollars on the 15th 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 15th day of December, 1999, all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 12 per cent per annum, and all such payments being made payable at 2388 E. Racquet Club Road, Palm Springs, CA 92262 or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his 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:

LOT 33 IN BLOCK 12 IN MARIET FARLIN'S SUBD VIS ON OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

THIS IS A SECOND MORTGAGE

If all or any part of the property or any interest therein is sold or transferred (or if a beneficial interest in the property is sold or transferred and the mortgagor is not a natural person) which, with the property hereinafter described, is referred to herein as the "premises," receiver may, at its option, require immediate payment in full of all debt which shall be due on sale. Clause shall not apply to a transfer to David A. Manning.

Permanent Real Estate Index Number(s): 13-25-426-020
Address(es) of Real Estate: 2446 Talman, Chicago, IL 60647

TOGETHER with all improvements, tenements, easements, 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 rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 Mortgagors do hereby expressly release and waive.

The name of a record owner is: George Manning

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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

George Manning (Seal)

Barbara Manning (Seal)

95243798

State of Illinois, County of Cook ss.,

I, the undersigned, a Notary Public in and for said County of Cook, do hereby certify that George Manning and Barbara Manning,

husband and wife personally known to me to be the same person 5 whose name s are 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, including the release and waiver of the right of homestead.

Given under my hand and official seal, 14 day of Dec, 1994
Commission expires 11/30 1995 Deborah M. Lancaster (Seal) Notary Public

This instrument was prepared by Deborah M. Lancaster, 1642 Colonial Parkway, Inverness, IL 60067
Mail this instrument to Thomas P. Mulhall, 2388 E. Racquet Club Rd., Palm Springs, CA 92262

OR RECORDER'S OFFICE BOX NO. (CITY) (STATE)
OFFICIAL SEAL
DEBORAH M LANCASTER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP. 11/30/95

UNOFFICIAL COPY

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

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Borrowers and all persons claiming under or through the Borrowers, and the word "Mortgage" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

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 death, resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and may Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

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 the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a Successor Trustee, such Successor Trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior Trustee hereunder or which conforms in substance with the description herein contained of the principal 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 he has never executed a certificate on any instrument identified as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal 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 he has never executed a certificate on any instrument identified as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to execute any power herein given unless expressly obligated by the terms hereof, nor shall Trustee be obligated to record hereunder, except in case of his own power negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.

11. Trustee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

10. 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.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint 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 sufficiency or insolvency of Mortgagees 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 and 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 for redemption, whether there be redemption or not, as well as during any other times when Mortgagees, 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 useful 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 proceeds in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a 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, an account of all costs and expenses incident to the foreclosure proceedings; in which all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute a secured interest; third, all principal and interest, including unpaid, fourth, any overplus to Mortgagees, their heirs, legal representatives or assigns as their rights may appear.

7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed as additional indebtedness in the decree for sale all expenses and costs which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, photographers' 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 note may deem to be reasonably necessary either to prosecute a suit or to evidence to holders at any sale which may be had pursuant to such decree and the condition of the title to or the value of the premises. In addition, all expenses and costs of the nature in this paragraph mentioned shall be borne so much additional indebtedness secured hereby and in addition to the principal and interest thereon at the rate of nine percent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action with (b) any action, suit or proceeding, including but not limited to probable and bankruptcy proceedings, or (c) to which either of them shall be a party, either as plaintiff or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (d) in preparation for the commencement of any suit for the enforcement of such right to foreclose whether or not actually commenced; or (e) in 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. Mortgagees shall pay each item of indebtedness hereon mentioned, both principal and interest, when due according to the terms hereof. At the election of the holder of the principal note, and without notice to Mortgagees, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary in this Trust Deed, become due and payable when default shall occur in any other agreement of the Mortgagees herein contained.

5. The Trustee or the holders of the note hereby secured making any payment authorized relating to taxes or assessments, any do as 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, sale, foreclosure, tax lien or title or claim thereof.

4. In case of default in the payment of the note, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder to prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim thereon, or redemption of Mortgagees in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances. All moneys paid for any of the purposes herein authorized by Trustee or the holders of the note to protect the mortgage premises and the lien hereof, plus reasonable compensation hereof, shall become immediately due and payable without notice and with interest thereon at the rate of nine percent per annum, hereinafter. 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 Mortgagees.

3. Mortgagees shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm 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 comparison satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee or the holders of the note, 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 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.

2. Mortgagees 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 note the original or duplicate receipts therefor. To prevent default hereunder Mortgagees shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagees may desire to contest.

1. Mortgagees shall ((1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanics' liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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; (5) complete within a reasonable time any building or building evidence of the discharge of such prior lien to Trustee or to holders of the note; (6) comply with all requirements of law or municipal ordinance with respect to now or in any time in process of erection upon said premises; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.

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66472556

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A-12.45/
13.60

APPLICATION FOR REINSTATEMENT
of
DOMESTIC OR FOREIGN CORPORATIONS

File # DB 5471-949-3

(Rev. Jan. 1995)

George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756

This space for use by Secretary of State

FILED

MAR 08 1995

GEORGE H. RYAN
SECRETARY OF STATE

SUBMIT IN DUPLICATE!

This space for use by
Secretary of State

Date 3-8-95
Filing Fee \$ 100.00

Approved: EM

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

1. (a) Corporate name as of the date of issuance of the certificate of dissolution or revocation: CARDINAL PALLET CO.
- (b) Corporate name as changed: _____ (Note 1)
- (c) If a foreign corporation having a certificate of authority under an assumed corporate name restriction, the assumed corporate name: _____ (Note 2)

2. State of incorporation: Illinois

3. Date that the certificate of dissolution or revocation was issued: December 1, 1994

4. Name and address of the Illinois registered agent and the Illinois registered office, upon reinstatement: (Note 3) NOTICE! Completion of item #4 does not constitute a registered agent or office change. See note #3 on back of this form.

Registered Agent	<u>JOHN</u>	<u>T.</u>	<u>GOLDRICK</u>
	First Name	Middle Name	Last Name
Registered Office	<u>10125 South Roberts Road</u>		
	Number	Street	Suite # (A P.O. Box alone is not acceptable)
	<u>Palos Hills</u>	<u>60465</u>	<u>Cook</u>
	City	Zip Code	County

5. This application is accompanied by all delinquent report forms together with the filing fees, franchise taxes, license fee and penalties required.

6. The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated January 19, 1995 CARDINAL PALLET CO.
(Exact Name of Corporation)

attested by Margaret Murrthy by Thomas J. Murrthy
(Signature of Secretary or Assistant Secretary) (Signature of President or Vice President)

MARGARET MURRIHY, Secretary THOMAS MURRIHY, President
(Type or Print Name and Title) (Type or Print Name and Title)

952-33759

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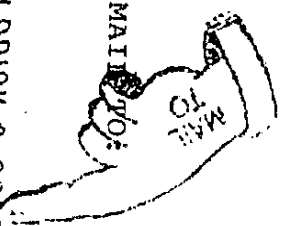
FILED

MAR 22 1995

GEORGE H. RYAN
SECRETARY OF STATE

Property of Cook County Clerk's Office

MAIL TO:



GOLDRICK & GOLDRICK, LTD.
10540 SOUTH WESTERN AVE.
SUITE 303
CHICAGO, ILLINOIS 60643

662556