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TRUST DEED

Individual Mortgagor

95279123

784627

95279123

DEPT-01 RECORDING \$27.00
 T#6666 TRAN 1850 04/27/95 16:47:00
 2374 & L.C. # - 95 - 279123
 COOK COUNTY RECORDER

This trust deed consists of four pages (4 sheets 1 side). 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 APRIL 21, 1995 between JUDY EVANS A WIDOW AND NOT SINCE REMARRIED.

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 Note, in the Total Principal Sum of \$13,798.83

DOLLARS, evidence by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER OR OTHER PARTY and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from 4/21/95 on the balance of principal remaining from time to time unpaid at the rate of 16.25 percent per annum in installments (including principal and interest) as follows:

Dollars or more on the 3RD day of JUNE 1995, and \$205.80 Dollars or more on the 3RD day of each month thereafter until note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 3RD day of MAY 2010. 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:

- \$ 0 PER LATE PAYMENT, or
- 0 PERCENT OF THE TOTAL MONTHLY PAYMENT, or
- NO LIQUIDATED DAMAGES FOR LATE PAYMENT,

and all of said principal and interest being made payable at such banking house or trust company in Illinois, as the Holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of _____ 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:

COOK
 10124 SOUTH VINCENNES

LOT 4 IN BLOCK 27 IN THE SUBDIVISION BY BLUE ISLAND LAND AND BUILDING COMPANY KNOWN AS WASHINGTON HEIGHTS (IN SOUTH 100 ACRES) OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

25-08-309-014-0000

This instrument was prepared by:

Chester Hodges
 4845 N. Milwaukee
 Chicago, IL. 60630

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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 as 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, inador 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.

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

X Judy Evans (SEAL) _____ (SEAL)

(SEAL) _____ (SEAL)

STATE OF ILLINOIS

SS

County of Cook

I, Robert Sommer

a Notary Public in and for the reading in said County, in the state aforesaid,

DO HEREBY CERTIFY THAT

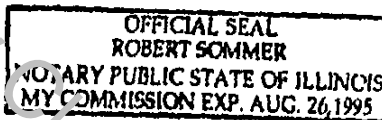
Judy Evans

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 I signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21 day of April 1995

Robert Sommer
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 waste, 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 hereinbefore 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 prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any

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of the purposes herein authorized and all expenses paid or incurred in connection therewith, including the cost of recording this Trust Deed and the cost of recording the notes, shall be paid by Trustee or the holders of the notes, or of any of them, to protect the mortgaged premises and the lien thereon for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness immediately due and payable without notice and with interest thereon at a rate equivalent to the highest post maturity rate set forth in any trust deed, if any, otherwise the highest pre maturity rate set forth therein. Inaction of Trustee or holder of any right accruing to them on account of any default hereunder on the part of the Mortgagors

secured hereby making any payment hereby authorized relating to taxes or assessments, may do so accordingly to the appropriate public office without injury into the accuracy of such bill, statement or estimate or into the tax lien or title or claim thereof.

herein mentioned, both principal and interest, when due according to the terms hereof. At the option of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default on the part of the Mortgagors, or (b) when default shall occur and continue for three days in the payment of any interest or in the payment of any principal hereunder.

become due whether by acceleration or otherwise, holders of the notes, or any of them, or Trustee shall be allowed and included as additional indebtedness in the foreclosure of this trust deed, there shall be allowed and included as additional indebtedness in the foreclosure of this trust deed which may be paid or incurred by or on behalf of Trustee or holders of the notes, or any of them, for outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which shall include the cost of entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee and assurances with respect to title as Trustee or holders of the notes, or any of them, may deem to be necessary or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the premises and the nature of the indebtedness hereon. The cost of the outlays and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness due and payable, with interest thereon at a rate equivalent to the highest post maturity rate set forth in the trust deed, or in this Trust Deed to the contrary, when paid or incurred by Trustee or holders of the notes in the course of any foreclosure proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, or in any bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, or in any proceedings for the foreclosure of this trust deed, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding, whether or not actually commenced.

proceeds of any sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses, including all such items as are mentioned in the preceding paragraph hereof; second, all other items of indebtedness additional to that evidenced by the principal notes with interest thereon as herein provided; third, on the principal notes; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns.

to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. After sale, without notice, without regard to the solvency or insolvency of the Mortgagors at the time of sale, the receiver shall have the power to collect the rents, issues and profits of said premises and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be any time when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits which may be necessary or are usual in such cases for the protection, possession, control, management, and maintenance of the premises during said period. The Court from time to time may authorize the receiver to apply the net income in his hands in satisfaction of the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other charge levied hereof or of such decree, provided such application is made prior to foreclosure sale; (h) the deficiency of any provision hereof shall be subject to any defense which would not be good and available to the party whose indebtedness is hereby secured.

of them, shall have the right to inspect the premises at all reasonable times and access thereto shall be granted to them, or to any person acting on their behalf, for the purpose of ascertaining the location, existence, or condition of the Premises, or to inquire into the validity of the signatures or the contents of the note or the trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power hereunder by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or willful misconduct, or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power

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13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of sufficient 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 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. Trustor 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 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 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.

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

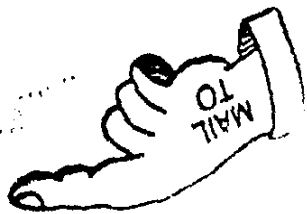
Identification No. 784627

CHICAGO TITLE AND TRUST COMPANY,

BY George H. Harris
Assistant Vice President, Assistant Secretary.

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, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

95279123



[] **Recorders Box 333**

[X] **Mail To:** CHICAGO TITLE AND TRUST
NOTE ID AND RELEASE
171 NORTH CLARK
CHICAGO, IL 60601

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

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