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GEORGE E. COLE® LEGAL FORMS

November 1984

TRUST DEED (ILLINOIS)
For Use With Note Form No. 1448
(Monthly Psyments Including Interest)

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THIS AGREEMENT, made December 23 19 95 between Welzie Lennox and Karen Lennox 83 W. 19th Street Chicago Heights II. 60411 (No. and Sixet) (City) (State) herein referred to as "Mortgagors," and STEER FINANCIA, BERVICES, INC. 3851 N. CICERO CHICAGO ILLINOIS (City) (No. and Street) (State) herein referred to as "Trustee," wittesseth: That Whereas Mortgagors are

(No. and Street) (City) (State) herein referred to as "Trustee," with asseth: 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 Bearer and delivered, in and by which note Mortgagors promise to pay the principal sum of Four Thousand Four Hundred Dollars. Dollars, and interest from December 23, 1995 of the balance of principal remaining from time to time unpaid at the the rate of 18 per cent per annum, such principal sum and interest to be payable in installments as follows: One Hundred Eleven Dollars & 72/100

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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 successful and assigns, the following described Real Estate and all of their estate, right, title and interest therein, sissues, lying and being in the City of Chicago , COUNTY OF Cook IN STATE OF ILLINOIS, to with

Lot 38 and 39 in Wiederhold's Addition to Chicago Heights, according to Plat recorded November 29, 1892, in Book 55 of Plats, page 50 as Document #1776630, in Cook County, Illinois Sec. 34- Tuss PROPERTY INDEX NUMBERS

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Permanent Real Estate Index !	Number(s):32-	-29-200-020			
Address(es) of Real Estate:			Chicago He	ichts, Il. 60411	
profits thereof for so long and primarily and on a parity with therein or thereon used to supcontrolled), and ventilation, windows, floor coverings, instructgaged premises whether other apparatus, equipment of mortgaged premises.  TO HAVE AND TO and upon the uses and trusts hof the State of Illinois, which seems are the primarily and the state of Illinois, which seems are the primarily and the state of Illinois, which seems are trusted to the state of Illinois, which seems are trusted to the state of Illinois, which seems are trusted to the state of Illinois, which seems are trusted to the state of Illinois, which seems are trusted to the state of Illinois, which seems are trusted to the state of Illinois, which seems are trusted to the state of Illinois, which seems are trusted to the state of Illinois.	d during all such times a h said real estate and no pply heat, gas, water, line including (without reador beds, stoves and with physically attached their articles hereafter placed HOLD the premises underein set forth, free from aid rights and benefits N	is Mortgagors may or secondarily), and ight, power, refrige stricting the foreg vater heaters. All of leto or not, and it d in the premises by the the said Trustee m all rights and ber Mortgagors do hereb	be entitled there all fixtures, appration and air coing), screens, of the foregoing is agreed that a Mortgagors or c, its or his suc- nefits under and y expressly relea-	aratus, equipment or article onditioning (whether single window shades, awnings, are declared and agreed to all buildings and additions their successors or assigns show their successors or assigns show the property of the Homestead	profits are pledged s now or hereafted units or centrally storm doors and be a part of the and all similar of hall be part of the for the purposes,
The name of a record swn r is:	Welzie Lennox	and Karen Le	nnox	e e e employe e elemente e elemen	
This Trust Deed consistence and by reference and by reference and by reference and by references, success.	y are made a part herei			appearing on pages 3 and 4 here set out in fulf and sh	
Witness the hands and s	seals of Mortgagors the d	lay and year first al	ove written	1 11 17	
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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2 AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

1. Mortgagors 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 tree from mechanics' liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien thereof; (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 buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material inferrations 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.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special aucusments, 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 Mortgagors shall pay in full unider

protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

Mortgagors 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 companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of 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 re iewal policies, to the 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.

4. In case of default merein, Trustee or the holders of the note may, but need not, make any payment or perform any act becombeline 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 other or trile or claim thereof, in redeem from any tax sale or forfeiture affecting said premises or contest any tax at assessment. All moneys paid for any of the purpos a derain authorized and all expenses paid or incurred in connection therewith, including attorneys' lees, and any other moneys advanged by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate of nine per cent per annum. Inaction of Trustee or the holders of the note shall never be considered as a waiver of any right accruing to them on account of any default became on the part of the Mortgagors.

5. The Frustee 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, 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, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereot. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this I cust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and parable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the

performance of any other agreement of the Mortgagors herein contained.

- 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 forecloss he lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any soil 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 Irustee or holders of the note for attorneys' fees, Trustee's fees, appruiser's fees, outlays for documentary and expert evidence, stemographers' 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. Tor ena sertificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably accuracy either to profits such start or to evidence to hidders at any sale which may be had pursuant to such decree the true condition of the title to or the vultar of the premises, in addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much sublitional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of nine per cent or annum, when paid or incurred by Trustee or helders of the note in connection with (a) any action, suit or proceeding, including but not limited by probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by their this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure I after account of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threspend suffior 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 princity: 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 hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overplus to Mortgagots, their heirs, legal representatives or assigns, as their rights may appear.

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- 9. Upon or any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagors 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 for redemption, whether there be redemption or n x, as well as during any further times when Mortgagors, 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: (1) 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 the foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed 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.
- 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, nor shall Trustee be obligated to record this Trust Deel or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereup er, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnates satisfactory to him 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 in a 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 nore, 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 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 identifying same as the principal note described I erein, 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 the soft.
- 14. Trustee may resign by instrument in writing field 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, esignation, inability or refusal to act as Trustee,

shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are invated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are never given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and 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 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.

## **IMPORTANT**

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.

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