

UNOFFICIAL COPY



TRUST DEED

96848033

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 30 1996 between Rocio DeMarshimun

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 holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of Thirteen Thousand (\$13,000.00)

DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on demand without interest thereon ~~xxxxxx-xxxxxxxxxxxxxxxxxxxx~~ until maturity at the rate ~~xxxxxx~~ of ~~xxxxxx~~ per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, 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

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 Village of Lincolnwood COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOT 72 IN RANCE VILLA UNIT NUMBER 2, IN LINCOLNWOOD, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 (EXCEPT THE EAST 660 FEET) IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN 10-35-425-025-0000

Address: 3300 Columbia, Lincolnwood, Illinois 60645

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[Handwritten signatures and initials]

SEPT 21 RECORDING
1996
96848033
COOK COUNTY RECORDER

SEPT 30 FEE ONLY

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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 so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a par 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 on 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.

[SEAL] *[Signature]* [SEAL]
Rocio DeMarshimun

[SEAL] _____ [SEAL]

STATE OF ILLINOIS, }
County of Cook } ss. 1. Nancy Charak
a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Rocio DeMarshimun, divorced and not since remarried
who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act, for the uses and purposes therein set forth.

"OFFICIAL SEAL"
NANCY CHARAK
Notary Public, State of Illinois
My Commission Expires 03/26/00

Notarial Seal

MAIL TO:

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

IMPORTANT:

CHICAGO TITLE AND TRUST COMPANY,
Trustee

Assistant Secretary

This document prepared by William Roman, 2 N. LaSalle St., #610, Chicago, Ill. 60602

1. Mortgages shall (a) promptly repair, restore or rebuild any building 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 mechanics' or other liens or claims for lien on the premises; and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holder of the note; (c) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (d) make no material alterations in said premises except as required by law or municipal ordinances; (e) pay before any party 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 holder of the note duplicate receipts therefor, to prevent default hereunder. Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment (which mortgages may desire to contest).

2. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm and flood damage, where the lender is required by law to have his loan so insured, under policies providing for payment by the insurance companies of money judgments either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the terms of the policy. In the event of loss or damage, the holder of the note, and the mortgagee, shall be entitled to the benefit of the policy and the proceeds therefrom, including additional and reserve policies, and shall deliver all policies, including additional and reserve policies, to the holder of the note, and in case of expiration, shall deliver renewal policies not less than ten days prior to the expiration date of expiration.

3. In case of default hereunder, Trustee or the holder 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 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 thereon, or receive from any tax sale incurred in connection therewith, including all interest, and any other money advanced by Trustee or the holder of the note to protect the mortgaged premises and the lien hereon, 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 a rate equivalent to the post mortuary rate set forth in the note securing this trust deed, if any, otherwise the pre-mortuary rate set forth therein.

4. Trustee or 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 Mortgages.

5. The Trustee or the holder 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 necessity of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, lien or title or claim thereon.

6. Mortgages shall pay each year, or at such other intervals as may be determined by the note, the interest on the principal amount of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur and continue for three days in the payment of any interest due in the performance of any other agreement of the Mortgages herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon. If any bill to foreclose the lien hereon is filed by or on behalf of the Mortgages, Trustee or holder of the note shall have the right to participate and expenses incident to the foreclosure, including all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the form hereof constitute a cure in indebtedness additional to that evidenced by the principal note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal 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 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 the sale, without notice, without regard to the value of the premises or whether the same shall be then occupied as a mortgaged premises, 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 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 Mortgages, 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 for the protection, possession, control, management and operation of the premises during the whole of said period. The court may, in its discretion, by any decree, foreclosing this trust deed, or any part thereof, or in payment in whole or in part of (a) the indebtedness secured hereby, or (b) the interest on or of such indebtedness, provide that the receiver shall be subject to any defense which would not be good and available to the party entering into an action at law upon the note hereby secured.

9. Trustee or the holder 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 signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee 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 hereunder given.

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 hereon to and at the request of any person who shall other than the representative of Trustee, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representative of Trustee may accept as due without inquiry. Where a release is requested, an endorsement thereon may be made by a prior Trustee hereunder or which contains in substance with the description herein contained of the principal note and which purports to be executed by the person herein designated as the maker thereof, and where the release is requested of the original Trustee and it has never placed its identification number on the principal note described herein, it 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 contains in substance with the description herein contained of the principal note and which purports to be executed by the person herein designated as the maker thereof, and where the release is requested of the original Trustee and it has never placed its identification number on the principal 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 principal note and which purports to be executed by the person herein designated as the maker thereof.

12. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which this instrument shall have been recorded or filed, in case of the resignation, liability 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. 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 liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note of this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

13. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its schedule in effect when this trust deed is issued. The provisions of the "Trust and Trustee 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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(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated 1/14, 1996

[Signature]
Grantor or Agent

Subscribed and sworn to before me this 14 day of January, 1996

[Signature]
Notary Public



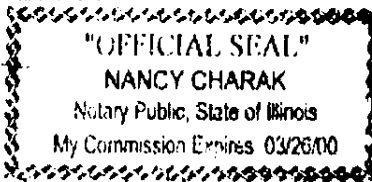
The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated 1/14, 1996

[Signature]
Grantee or Agent

Subscribed and sworn to before me this 14 day of January, 1996.

[Signature]
Notary Public



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

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