

UNOFFICIAL COPY

RELEASE DEED

WILLIAM C. PICKHAM, Trustee, of the State of Illinois, in consideration of One Dollar, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, quitclaim and release unto TIMOTHY J. GRAHAM, heirs, legal representatives and assigns, all the right, title and interest which the said Trustee has or may have acquired in or by a certain Trust Deed, and Assignment of Rents bearing date of the 25th day of October, 1994, and recorded in the Recorder's Office of Cook County, State of Illinois, as Document 94931607 and 94931608 to the real estate therein described as follows:

LOT 16 IN BLOCK 5 IN BRUNO JONIKAS' FOREST VIEW HILLS UNIT NO.9, A SUBDIVISION OF PART OF THE NORTHEAST $\frac{1}{4}$ of SECTION 18, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, commonly known as 15232 Ridgeland, Oak Forest, IL with permanent tax number 23-18-218-016-0000.

DOCUMENT PREPARED: John M. Cannon, Attorney
17730 S. Oak Park Ave.
Tinley Park, IL 60477

situate in the City of Oak Forest, County of Cook and State of Illinois, together with all the appurtenances and privileges belonging or appertaining thereto, hereby releasing and waiving any and all right of homestead under the laws of the State of Illinois.

IN WITNESS WHEREOF, said Grantor has executed these presents, this 17th day of September, 1996.

(SEAL)

WILLIAM C. PICKHAM

STATE OF ILLINOIS)

)

COUNTY OF WILL)

WILLIAM C. PICKHAM personally appeared before me this day and acknowledged to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed and delivered the same as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 17th day of September, 1996.



John M. Cannon
NOTARY PUBLIC

ATTORNEY'S NATIONAL
TITLE NETWORK, INC.

377825

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Property of Cook County Clerk's Office

RECEIVED
JULY 2013



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EXHIBIT A

Instalment Note

(Use with Trust Deed Form CTE-7)

\$ 114,000.00

Tinley Park, Illinois

October 25, 1994

FOR VALUE RECEIVED, I promise to pay to THE ORDER OF BEARER

the principal sum of **ONE HUNDRED FOURTEEN THOUSAND AND NO/100 (\$114,000.00) ----- Dollars** and interest from October 25, 1994, on the balance of principal remaining from time to time unpaid at the rate of 7.63% per cent per annum payable in instalments (including principal and interest) as follows: **EIGHT HUNDRED SEVEN AND 28/100 (\$807.28) Dollars or more on the 1st day of November 19 94, and EIGHT HUNDRED SEVEN AND 28/100 (\$807.28) ----- Dollars or more on the 1st day of each month** thereafter until this note is fully paid except that the final payment of principal and interest, if not sooner paid,

shall be due on the 31st day of October, 2004. All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

The principal of each of said instalments unless paid when due shall bear interest after maturity at the rate of 9% per cent per annum. Said payments are to be made ~~at such banking house or trust company in~~ ~~Illinois~~, as the legal holder of this note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of **WILLIAM C. PICKHAM**.

This note can be prepaid in full or partial prepayments without any prepayment penalty, but with partial prepayments, the debtor agrees to follow the Amortization schedule.

The owner of this note agrees to grant debtor a ten day grace period for making the monthly payments, but if the monthly payment is made after the 10th of each month, debtor agrees to pay to the owner of this note a sum equal to 5% of the monthly payment as late payment penalty.

In addition to the monthly payment of principal and interest, Debtor will pay to the owner of this note, a monetary sum equal to one-twelfth of the estimated annual real estate taxes, and estimated annual insurance premium.

Debtor cannot assign this note without the written consent of the Owner of this note. If debtor breaches this covenant, the Owner of this note has the right to accelerate the indebtedness.

*Canceled for me by
John M. Farley, Jr.
q-17*

WILLIAM C. PICKHAM

The payment of this note is secured by trust deed, bearing even date herewith, to ~~Chicago Title and Trust Company~~, Trustee, on real estate in the County of Cook, Illinois; and it is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof or in case default shall occur and continue for three days (in which event election may be made at any time after the expiration of said three days, without notice) in the performance of any other agreement contained in said trust deed.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

Identification No.	
CHICAGO TITLE AND TRUST COMPANY, Trusted.	
By	
Assistant Secretary Assistant Vice President	

x *Timothy J. Graham*
TIMOTHY J. GRAHAM - DEBTOR

Balloon Payment Due October 31, 2004

IMPORTANT!

THIS IS A VALUABLE DOCUMENT! WHEN FULLY PAID, THIS NOTE AND THE TRUST DEED SECURING IT MUST BE SURRENDERED TO THE PARTY OBLIGED TO MAKE THE FINAL PAYMENT. THAT PARTY MUST IMMEDIATELY THEREAFTER PRESENT THIS NOTE AND THE TRUST DEED SECURING IT TO CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, IN ORDER TO OBTAIN A RELEASE DEED.

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Property of Cook County Clerk's Office

6633634

EXHIBIT C
UNOFFICIAL COPYMadison Law Forms
N.Y. 225

94931608

ASSIGNMENT OF RENTS

The undersigned TIMOTHY J. GRAHAM, a bachelor

(1)

in consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby assigns and transfers to WILLIAM C. PICKHAM

(3)

all rents, earnings, income and avails from the real estate described as follows:

LOT 16 IN BLOCK 5 IN BRUNO JONIKAS' FOREST VIEW HILLS UNIT NO. 9, A SUBDIVISION OF PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, commonly known as 15232 Ridgeland, Oak Forest, IL with permanent tax number 28-18-218-016-0000DOCUMENT PREPARED: John M. Cannon, Attorney, 17730 S.Oak Park Ave.,
Tinley Park, IL 60477

MAIL TO

COOK COUNTY, ILLINOIS
RECORD

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9-17-96
John M. Cannon
ATT'D
94931608

now due or which may hereafter become due by virtue of any and all agreements or leases for the use or occupancy of said premises, or any part thereof, or to any deposits received in connection with letting of the same. It is agreed that such transfer and assignment shall be absolute.

Said assignment is given as additional security to secure the payment of the principal sum and interest upon a loan for \$114,000.00, secured by a (2) Trust Deed dated October 25 1994, conveying the aforesaid described premises, and which assignment shall remain in full force and effect until said loan, interest and other costs and charges provided shall be fully paid.

The within assignment shall not become operative until a default shall occur in the payment of the principal or interest or in the performance of the terms and obligations contained in said (2) Trust Deed, and in the obligation secured thereby.

In the event of a default as aforesaid, the undersigned agrees, the (3) Trustee, agents or servants, may take possession of said real estate and hold, manage and control the same and the improvements thereon; make necessary repairs, replacements, alterations and improvements to said real estate as the (3) Trustee in his sole discretion may deem fit and necessary; may insure and reinsurance said premises, lease and rent the same or any part thereof for such sums on such terms as Trustee, or its agents shall see fit; and to collect and hold all rents, income and earnings derived from said premises, including deposits made and to be made, and which shall be applied in the sole discretion of the (3) Trustee in payment or on account of:

(1) Expenses of operating, maintaining, repairing, making replacements and alterations, the payment of taxes and assessments, insurance, and reasonable compensation for the services rendered by the (3) Trustee, attorneys, agents, servants or other persons employed for services in connection with the maintenance, operations and management of said premises; and such other sums as may be required to indemnify (3) Trustee against any liability, loss or damage on account of any act done in good faith pursuant to the rights and powers granted hereunder.

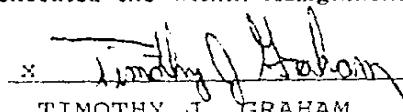
(2) Interest, principal or other charges which have or may become due, from time to time, under the terms of the obligation secured by said (3) Trustee, without prejudice of the right to enforce any and all remedies which he has by reason of any default as aforesaid.

(3) Any deficiency which may be decreed against the undersigned in favor of the (3) Trustee and when all of the aforesaid payments and disbursements have been made, any remaining surplus shall be paid to the undersigned.

The within assignment may be assigned, and all the provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

In the event of a default the within assignment shall remain in full force and effect until any period of redemption following a sale in foreclosure proceedings has expired. A release of the (2) Trust Deed securing said obligation shall operate as a release of the within instrument.

In Witness Whereof, the undersigned has executed the within Assignment this 25th day of October 1994.


 TIMOTHY J. GRAHAM

- (1) "Mortgagor" or "Trustor"
 (2) "Mortgage" or "Trust Deed"
 (3) "Mortgagee" or "Trustee"

(LOVER)

BOX 333-CTI

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF WILL }

I, JOHN M. CANNON, a Notary Public,
do hereby certify that TIMOTHY J. GRAHAM, a bachelor

personally known to me to be the same personx whose name is
subscribed to the foregoing instrument, appeared before me this day in
person, and acknowledged that he signed and delivered the said
instrument as his free and voluntary act, for the uses and purposes
therein set forth.

Given under my hand an official seal, this 25th day of
October 1994

John M. Cannon
Notary Public



443-3608

443-3608



TRUST DEED

UNOFFICIAL COPY

EXHIBIT B
COOK COUNTY, ILLINOIS
FILED FOR RECORD

94931607

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94931607

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 25

19 94, between TIMOTHY J. GRAHAM,

a bachelor

WILLIAM C. PICKHAM

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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of ONE HUNDRED FOURTEEN THOUSAND AND NO/100 (\$114,000.00) -----

Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from October 25, 1994 on the balance of principal remaining from time to time unpaid at the rate of 7.63% percent per annum in instalments (including principal and interest) as follows:

EIGHT HUNDRED SEVEN AND 28/100 (\$807.28) ----- Dollars or more on the 1st day of November, 19 94, and EIGHT HUNDRED SEVEN AND 28/100 (\$807.28) Dollars or more on the 1st 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 31st day of October, 2004. 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 the principal of each instalment unless paid when due shall bear interest at the rate of 9% per annum, and all of said principal and interest being made payable at ~~such banking house or trust company in~~ ~~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 WILLIAM C. PICKHAM 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 City of Oak Forest COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 16 IN BLOCK 5 IN BRUNO JONIKAS' FOREST VIEW HILLS UNIT NO. 9, A SUBDIVISION OF PART OF THE NORTHEAST ~~4~~ OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, commonly known as 15232 Ridgeland Oak Forest, IL with permanent tax number 28-18-218-016-0000.

DOCUMENT PREPARED: John M. Cannon, Attorney
17730 S.Oak Park Ave.
Tinley Park, IL 60477

KMA/L TO

Paralegal
John M. Cannon 9-17-96

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 (whether pledged primarily and or in 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, indoor 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.

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. The Bearer Note is incorporated herein by reference.

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

x Timothy J. Graham [SEAL] [SEAL]
TIMOTHY J. GRAHAM [SEAL] [SEAL]

STATE OF ILLINOIS.

County of Bell

I, John M. Cannon

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY

THAT Timothy J. Graham, a bachelor

who personally known to me to be the same person X whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and

"OFFICIAL SEAL/TARY ACT, for the uses and purposes therein set forth."

JOHN M. CANNON
Notary Public, State of Illinois
My Commission Expires 7-18-98

25th day of October 19 94.

Notarial Seal

Form 807 Trust Deed — Individual Mortgagor — Secures One Instalment Note with Interest Included in Payment.
R. 11/75

IMPORTANT!	
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.	
<p style="text-align: center;">CHICAGO TITLE AND TRUST COMPANY, Trussee,</p> <p style="text-align: center;">Identification No. _____</p>	
<p style="text-align: right;">By _____ Assistant Secretary/Assistant Vice President</p>	

7. When the trustee has received an amount due to him under his note or otherwise, he shall be entitled to receive payment of the same by acceleration of the note, unless the trustee has agreed otherwise.

8. The trustee may, at any time, accelerate all or any portion of the principal and interest due under his note, and may do so by giving notice in writing to the trustee, specifying the amount to be paid, and the date by which it must be paid.

9. Upon or at any time after the filing of a complaint for the recovery of any debts, the trustee may apply for a injunction restraining the trustee from making any payment to the trustee, or for any other relief as the court may grant.

10. No action for the enforcement of any provision hereof shall be capable to any decree which would not be valid and defensible in case of a sale and delivery.