TRUST DEED

Individual Mortgagor

Recorders Box 333

Mail To: The Chicago Trust Company

Note ID and Release 171 North Clark

Chicago, IL 60601

092 - 072 - 0133306

114465900

96968154 DEPT-01 RECORDING T#0011 TRAN 4791 12/24/96 13:22:00 #6558 + KP *-96-968154 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 and man.

THIS INDENTURE, made 12-19-19-6

, between

BETTY J RICHARDSON DI VINCED NOT SINCE REMARRIED , berein referred to as "Mortgagors" and THE CHICAGO TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Morrgagors are justly in set ted to the legal holders of the Installment Note hereinsthar described, said logal holder or holders being herein referred to is Holders Of The Notes, in the Total Principal Sum of FIFTY-NINE THOUSAND NINE HUM RED FIFTY-THREE AND 28/100 \$59,953,28

DOLLARS, evidence by one certain Installment Note of the Mortgagora of even date herewith, made payable to THE ORDER OF BEARER OR OTHER PARTY and delivered, in said by which said Note the Mortgagore promises to pay the said principal sum and interest from 12-24-1996 on the balance of principal remaining from time to time turpaid at the rate provided in the Installment Note in installments (including prioripal and interest) as provided in said Installment Note antil note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the . All such payments on account of the indebtedness evidenced by said note to be day of JANUARY, 2012 first applied to interest on the unpaid principal belance and the remainder to principal. All of said principal and interest shall be made payable at such banking house or trust company in . Illinois, as holders of the notes may, from time to time, in Writing appoint, and in the absence of such appointment, days at the location designated by the legal holders of the Installment Note.

NOW THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the seems, provisions and limitations of this trust deed, and the performance of the covenants and agreements and promises of the Mortgagors contained in the Installment Note and herein, 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 tisto the Trustee, its successor and exsigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the, AND STATE OF ILLINOIS, to wit: COUNTY OF COOK

which has the address of PIN # 16-04-306-028-0000 ("Property Address");

1126 N. LATROBE, CHICAGO, IL 60651

lot 84. In hogeneon's fourth addition, being a subdivision of the east 3/8 of The mortheast 1/4 of the southwest 1/4 of section 4, township 39 horth, range 13, Sast of the third principal merician, in cook county, illinois.

£ E.J. Company

96963154

UNOFFICIAL COPY

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, fixtures and profits thereof for so 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 accondarily), and all appearants, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single limits or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm pleors 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 Plinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

Witness the hand and wal of Mortgagors the day and year first above written.

R D Co (Plak!	mist stove without.
BETTY PRICHARDSON (SEAL) MG	[SEAL]
BETTY PRICHARDSON	
[SEAL]	(GRAL)
	7 964 99
STATE OF ILLINOIS	100,00
SS SS	
County of COOK	
	Notary Public in and for the residing in said County, in the
state aforesaid, DO HERRBY CERTIFY THAT BETTY	
who personally known to me to be the same person(s) whos	(in project) substitutes to the lovering instrument, appeared
before me this day in person and acknowledged that SHE signed, socied and delivered the said instrument as HER free and voluntary act, for the uses and purposes there are forth.	
Given under my hand and Notarial Seal this 19 day	
CLASH differ my bing and London sent (mr 12 m)	"OFFICIAL SEAL"
Voite of Lucion	DEXIEST SWAMEN
Notary Public	Notarial Seal Notary Public-State of Whois
THE COVENANTS, CONDITIONS AND PROVISIONS PR	PUTCHTIST Y BHENDY OF CHESTON EXPENSES Dec 8, 1999
1. Mortgagors shall (a) promptly repair, restore and rebuil	A env buildings or improvements now or haracter on the
promises which may become damaged or be destroyed; (b)	knee said premises in some condition and remain without
wasts, and free from mechanic's or other lieus or claims for	
manné aries state trofit impostante a de comme barte de constitut por	t then the sufficient amountainment in a te atten mercall (a) but

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 do 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 and 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 previded 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 demage by fire, lightning or windstorm (and flood demage, 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 attndard 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 Morigagors in any form and manner deemed expedient, and may, but need mit, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, chappromise or settle any tax lies or other prior lies or title or claim theref, or redeem from any tax sale or forfeiture. effecting said premises or contest any tex or assessment. All moneys paid for any of the purposes herein authorized and all passes paid or incorred in connection therewith, including amorneys' fees, and any other moneys advanced by Trustee or therholders of the notes, or of any of them, to protect the morranged premises and the lien hereof, plus reasonable companients 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 motics and with interest thefeon at a rate set forth in the notes securing this trust deed. Inaction of Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any default becounder on the part of the Mortgagors. If Tracted or any note holder purchases insurance on said premises as authorized heroin, it will have the right to select the

agent. Trustee or the note colder is not required to obtain the lowest cost insurance that might be available. 5. The Trustee or the header of the notes hereby secured making any payment hereby authorized relating to taxes or presents, may do so according to any bill, statement or estimate procured from the appropriate public office without inflary into the accuracy of such and, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the nolders of the principal notes, or any of them, and without notice to Mortgagors, all lick or title or claim thereof. unfield indebtedness secured by this Trust Des shall, notwithstanding anything in the principal notes or in this Trust Deed to the contrary, become due and payable (a) improviately in the case of definit in making payment of any of the principal notes, or (b) when definit shall occur and continue for three days in the payment of any interest or in the performance of any other agreement or promises of the Mortageon, by rain contained.

7. When the indebtedness hereby secured shall become log whether by acceleration or otherwise, holders of the notes, or any of them, or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the do rec for sale all expenditures and expenses, which may be paid or incurred by or on behalf of Trustee or holders of the arm, or any of them, for attorneys' feet, Trustee's feet, appraiser's fees, outlays for documentary and expert syldence, " or graphers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the deor. of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar was and assurances with respect to file as Trustee or helders of the notes, or any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to baiders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate ent valent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturity rate set forth therein, when paid or iscurred by Trustee or holders of the notes in connection with (a) any proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claiment or defactant, by reason of this trust deed or may indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after escreel of such right to foreclose whether or not actually commenced; or (c) preparations for the orders of any threatened sait or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

& The proceeds of any foreclosure sale of the premises shall be distributed and applied in the folk wine order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including at Such issues 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 principal notes with interest thereon as herein provided; third, all principal and interest remaining trapeld on the principal notes; fourth, any overplus to Mortgagors, their heirs, legal representatives

9. 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 sale, without notice, without regard to the solvency or insolvency of the Mortgagors at the time of application for such receiver and without regard to the fran value of the premises or whether the same shall be then occupied as a homostsed or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the 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 of redemption, whether there be redemption or not, 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 Tegs 3 of 4 5/96 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 (a) The indebtedness secured hereby, or by any decree fireclosing 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 to fixeclosure sale; (b) the deficiency in case of sale and deficiency.

IV. No action for the enforcement of the lien 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 notes hereby secured.

if. Trustee or the holders of the notes, or of any of them, 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 fille, location, existence, or condition of the Premises, or to inquire into the validity of the signatures or the identity capacity, or authority of the signatures on the note or the trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor 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 herein given.

13. Trustee shall make this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebt areas 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, representation that all indebtedness hereby accured has been paid, which representation 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 persona 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 note. and which purport to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds in which this instrument shall have been recorded or filed. Any Successor in Trust hereu der shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to the be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used begain 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.

i.6. Before releasing this trust deed. Trustee or successor trustee shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor trustee shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Freed.

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

IMPORTANT! PROTECTION OF FOR THE BOTH BORROWER LENDER THE and NOTE SECURED BY INSTALLMENT THIS TRUST DEED SHOULD BE IDENTIFIED BY THE CHICAGO TRUST COMPANY, TRUSTEE BEFORE THE TRUST DEED IS FILED FOR RECORD.

PREPARED BY: J HAERY

P.O. BOX 6419 VILLA PARK IL 60181 Identification No.

796203

the chicago trust company, trustee

Assistant Vica Prosident, Assistant Secretary.

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 96969154