

CTTC Trust Deed 7
Individual Mortgagor
One Instalment Note Interest Included in Payment
USE WITH CTTC NOTE 7
Form 807 R.1/95

789331

DEPT-01 RECORDING 35.50
170014 TRAN 1022 01/10/96 10:46:00
4900 J W *-96-023693
COOK COUNTY RECORDER

This trust deed consists of four pages (2 sheets 2 sides). 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 12-27 1995, between

3550 4

John Lewis and Georgia Howard, as joint tenants
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 Notes, in the Total Principal Sum of

Nineteen Thousand Dollars and 00/100 ----- DOLLARS, evidence by one certain Installment 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 * as provided in said note.

on the balance of principal remaining, from time to time unpaid at the rate of * per cent per annum in installments (including principal and interest) as follows: * as provided in Dollars or more on the day of 19, and said note Dollars or more on the day of each

thereafter until said note is fully paid except that the first payment of principal and interest, if not sooner paid, shall be due on the 3rd day of January 2006. 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:

1. \$ PER LATE PAYMENT, or
2. 5% PERCENT OF THE TOTAL MONTHLY PAYMENT, or
3. NO LIQUIDATED DAMAGES FOR LATE PAYMENT,

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

Christopher T. Nowotarski, Esq. 221 N. LaSalle St. #3200, Chicago, IL 60601 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:

Property: 2519 W. Lyndale, Chicago County: Cook

Legal Description: Lot 7 in Block 7 in Powell's Subdivision of Block 1 to 5 and 9 to 11 in Powell's Subdivision of Lots 3 and 5 in Circuit Court Partition of the East 63.42 acres of the Northwest quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number(s): 13-36-216-015

WIRTH ROYCHILD FINANCIAL CORP.
221 N. LBSALLE ST., SUITE 400
CHICAGO, ILLINOIS 60601

Owner(s) of Record: John Lewis and Georgia Howard, as joint tenants

96023693

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which with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgages 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 hereafter 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, radiator 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 mortgages 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 use 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 Mortgages do hereby expressly release and waive.

Witness the hand and seal of Mortgages the day and year first above written.

Witness the hand and seal of Mortgages the day and year first above written.

Notary Public in and for the residing in said County, in the state of Illinois, do hereby certify that

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

signed, sealed and delivered the said instrument as

Given under my hand and Notary Seal this 3rd day of

19.96

STATE OF ILLINOIS
County of Cook
SS
789331

[SEAL]

[SEAL]

[SEAL]

[SEAL]

Notary Public
"OFFICIAL SEAL"
DELORES STAPLES
Notary Public, State of Illinois
My Commission Expires 12/31/96

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prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the notes, or of any of them, 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 a rate equivalent 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. 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 hereunder on the part of the Mortgagors.

5. The Trustee or the holders of the notes 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 injury 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 hereof. At the option of the holders of the principal notes, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal notes, or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due 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 decree for sale all expenditures and expenses, which may be paid or incurred by or on behalf of Trustee or holders of the notes, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' 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, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the notes, or any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders 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 equivalent 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 incurred 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, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or 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 priority: 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 principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

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 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 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 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 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 to foreclosure sale; (b) the deficiency in case of sale and deficiency.

10. 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.

11. Trustee or the holders of the notes, or of any of them, shall have the right to inspect the premises at 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, or to inquire into the validity of the signatures or the identity capacity, or authority of the signatories 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 release this trust deed and the lien thereof 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 hereof to and at the request of

900-20003

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

Christopher T. Nowotarski, ESQ.
221 N. LaSalle Street #3200
Chicago, IL 60601

[X] Mail To:

[] Recorders Box 333

CTIC Trust Deed 7, Individual Mortgagor One Instalment Note Interest Included in Payment, Use with CTC Note 7, Form 807 R.1/95

Property of Cook County Clerk's Office

CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

BY *Margaret Johnson*
Assistant Vice President, Assistant Secretary

Identification No. _____

789337

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.

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

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THIS RIDER is attached to and forms a part of that certain Trust Deed of even date herewith, from the undersigned ("Mortgagor") to Chicago Title & Trust Co. as Trustee ("Trustee") to secure an Installment Note executed by the undersigned in the principal sum of Nineteen Thousand Dollars and 00/100 (\$ 19,000.00) Dollars (the "Note") and in the event of any conflict or ambiguity between the provisions of the Rider and the provisions of the printed form Trust Deed to which this Rider is attached, the provisions of this Rider shall control.

1. **Payment of Principal and Interest: Prepayment and Late Charges.** Mortgagor shall promptly pay when due the payments on the debt evidenced by the Note and any prepayment and the late charges due under the Note.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Trustee shall be applied; first, to late charges due under the Note; second, to prepayment charges due under the Note, third, to interest due; and last, to principal due.

3. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Premises, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Trustee.

In the event of a total taking of the Premises, the proceeds shall be applied to the sums secured by the Trust Deed whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the Premises, unless Mortgagor and Trustee otherwise agree in writing, the sums secured by the Trust Deed shall be reduced by the amount of the proceeds multiplied by the following fraction; (a) the total amount of the sums secured immediately before the taking divided by (b) the fair market value of the Premises immediately before the taking. Any balance shall be paid to Mortgagor.

If the Premises is abandoned, or if, after notice by Trustee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Trustee within 30 days after the date that the notice is given, Trustee is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Premises or to the sums secured by the Trust Deed, whether or not then due.

Unless Trustee and Mortgagor otherwise agree in writing any application of proceeds to the principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of such payments.

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4. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of the Trust Deed shall bind and benefit the successors and assigns of Trustee and Mortgagor, subject to the provisions of paragraph 10. Mortgagor's covenants and agreements shall be joint and several. Any Mortgagor who co-signs the Trust Deed but does not execute the Note: (a) is co-signing the Trust Deed only to mortgage, grant and convey Mortgagor's interest in the Premises under the terms of the Trust Deed; (b) is not personally obligated to pay the sums secured by the Trust Deed; and (c) agrees that Trustee and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Trust Deed or the Note without that Mortgagor's consent.

5. **Loan Charges.** If the loan secured by the Trust Deed is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then; (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagor which exceeded permitted limits will be refunded to Mortgagor. Trustee may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Mortgagor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

6. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provisions of the Note or the Trust Deed unenforceable according to its terms, Trustee, at its option, may require immediate payment in full of all sums secured by the Trust Deed and may invoke any remedies permitted by paragraph 11 hereof.

7. **Notices.** Any notice to Mortgagor provided for in the Trust Deed shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Premises or any other address Mortgagor designates by written notice to Trustee. Any notice to Trustee shall be given by first class mail to Trustee's address stated herein or any other address Trustee designates by written notice to Mortgagor. Any notice provided for in the Trust Deed shall be deemed to have been given to Mortgagor or Trustee when mailed as provided in this paragraph.

8. **Governing Law; Severability.** The Trust Deed shall be governed by the laws of the State of Illinois. In the event that any provisions or clause of the Trust Deed or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Trust Deed or the Note which can be given effect without the conflicting provisions. To this end the provisions of

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9. Mortgage Copy Mortgage shall be given one conformed copy of the Note and of the Trust Deed.

10. Transfer of the Premises or a Beneficial Interest in Mortgage. If all or any part of the Premises or any interest in it is sold or transferred (or if a beneficial interest in Mortgage is sold or transferred and Mortgage is not a natural person), without Trustee's prior consent, Trustee may, at its option, require immediate payment in full of all sums secured by the Trust Deed. However, this option shall not be exercised if prohibited by law as of the date of this Trust Deed.

11. Acceleration; Remedies. In the event of default in the payment of interest or principal of the Note or in the event of default in the performance of any of the other covenants, provisions or conditions contained herein or in the Note to be performed by Mortgage or in the event of the threatened removal or demolition of any improvements or part thereof on said Premises, or in the event that any proceeding shall be begun to enforce or collect any prior lien or if said Premises shall come into possession or control of any Court, then, at the option of the Trustee, and after expiration of any applicable grace period, the principal amount of the Note at such time remaining unpaid, together with unpaid earned interest thereon, and any other amounts due hereunder shall at once become immediately due and payable without notice to the Mortgage and Trustee may foreclose the Trust Deed by judicial proceeding. Trustee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 11 including, but not limited to, reasonable attorneys' fees and costs of title evidence.

12. Trustee in Possession. Upon acceleration under paragraph 11 or abandonment of the Premises and at any time prior to the expiration of any period of redemption following judicial sale, the Holder and Owner of the Note secured by the Trust Deed (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Premises and to collect the rents of the Premises including those past due. Any rents collected by the Holder and Owner of the Note secured by the Trust Deed or the receiver shall be applied first to payment of the costs of management of the Premises and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by the Trust Deed.

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