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RUST DEED 7590 093 W CITC Trust Deed 1 Individual Mortgagor Term Secures ONE Principal Note USE WITH CTTC NOTE 1 Form 39 R.1/95

788028

96026744

DEPT-01 RECORDING T\$0012 TRAN 8633 01/10/96 14:34:00 \$4258 + DT *-96-026744 COOK COUNTY RECORDER

This trust deed consists of four pages (2 sheets 2 sides). The covenants, conditions and provisions appearing on subsequent pages se incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

THIS INDENTURE, made

December 28.

1995 , between Matthew House, married

Lucille House,

herein referred to as "Mortgagors", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTFE, 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 Forty-Six

Thousand and No/100 (\$46,000.00)------------ DOLLARS. evidenced by one certain Principal Promissory Note of the Managagers of even date herewith, made payable to THE ORDER OF BEARER or before

and delivered, in and by which said Principal Note the Mortgage is promise to pay the said principal sum on December 28. 1996.

хрек капорек иницинуралучный канина выполняющих ходерховогох схологох схолицина высучный существуваем с If all of said principal and interest are not paid at maturity then there shail be liquidated damages of:

PER MONTH AFTER MATURITY, or

2. PERCENT OF THE AMOUNT DUE, PER MONTH, AFTER MATURITY, or

NO LIQUIDATED DAMAGES FOR LATE PAYMENT -

and all of said principal and interest being made payable at such banking house or trust company in Carol Stream, Illinois. as the holders of the note may, from time to time, in writing appoint and in absence of such appointment, then at the home of Dolores A. Delihant 882 Brompton Ct., Carol Stream, IL 60188.

NOW, THEREFORE, the Murtgagors 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 COUNTY OF COOK AND STATE OF ILLINOIS, to with

Lot 38 in Thomas J. Diven's Subdivision of Block 1 in Harding Subdivision of the West 1/2 of the Northwest 1/4 of Section 11, Township 39 North. Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 726 N. Hamlin Ave., Chicago, IL 60624

PIN: 16-11-103-028-0000

96026744

WY COMMISSION EXP: 2/24/96

MARY CATHERINE HOHMAN

OFFICIAL

prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

considered as constituting part of the real estate. similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be

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

(without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled) and ventilation, including with said real catate and not accondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply profits thereof for so long and during all such times as Moragagors may be entitled thereto (which are pledged primarily and on a parity TOCETHER with all improvements, tenements, fixtures, and appurienances thereto belonging, and all rents, izsues and

(SEVT)	[SEAL]	- O _X
		Matthew House, 5%
(SEAL)	(SEAL)	SATA WATER
	gagors the day and year first above written.	WITNESS the hand and seal of Mort,
	s the Mongagora do hereby expressly release and waive.	
	all rights and benefits under and by virtue of the Homes	
er, for the purposes, and upon the use	nises unto the said Trustee, its successors and assigns, forey	TO HAVE AND TO HOLD the pren

Matther House, married to Lucille House, MORESBID, DO HEREBY CERTIFY THAT a Notary Public in and for the residing in said County, in the state I, Mary Catherine Hohman -/O₁ 55 County of

this day in person and acknowledged that signed, section and delivered the said instrument as рφ sīų who personally known to me to be the same person (s) where forme (s) subscribed to the foregoing instrument, appeared before me

Given under my hand and Notarial Seal this 28th day of December voluntary act, for the uses and purposes therein set forth.

Notat Public MOGRITAL Seal

which, with the property hereinafter described, is referred to herein as the "premises,"

SLVLE OF ILLINOIS

of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the lien to Trustee or te holders of the note, (d) complete within a reasonable time any buildings or buildings on at any time in process a lieu or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any independness which may be secured by may become damaged or be destroyed; (b) keep said premises in good condition and repair, with at waste, and free from mechanic's or 1. Mortgagors shall (a) promptly repair, restore and rebuild any buildings or improvements row or hereafter on the premises which THE COVENAUTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERELE TO ARE:

sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance

by statute, any tax or assessment which Mortgagors desire to contest. of the notes duplicate receipts therefor. To prevent default bereunder Mongagors shall pay in full under protest, in the manner provided

attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the notes, and in case of lost. or damage, to Trustee for the benefit of the holders of the notes, such rights to be evidenced by the standard mortgage clause to be the indebtedness secured hereby, all in companies satisfactory to the holders of the notes, under insurance policies payable, in case of 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 Fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing 3. Moragagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by

payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or seule any tax lien or other any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial 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 **UNOFFICIAL COPY**

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 prematurity 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, amay 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 sight to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included
- 7. When the indebte/rest hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, or Trustee shall have the light 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. The searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to tile 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 bidder's 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, cincrwise the highest prematurity 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 defense, it, 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 hereo
- 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 valid such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without rotice, 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 man to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder man to premise the premise 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 to, 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 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, 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 any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal notes, representing that all

makers thereof. with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance where the release is requested of the original trustee and it has never placed its identification number on the principal notes described herein contained of the principal notes and which purport terbe executed by the persons herein designated as the makers thereof; and identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description requested of a successor trustee, such successor trustee may accept as the genuine notes herein described any notes which bear an indebtedaces hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Registrat of Titles 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.

through Morrgagora, and the word "Morrgagora" when used herein shall include all such persons and all persons liable for the payment 15. This Trust Deed and all provisions hereof, shall extend to the be binding upon Mortgagors and all persons claiming under or

when the release deed is issued. Trustee of successor shall be entitled to reasonable compensation for any other act or service performed 16. Before releasing this trust deed, Truttee or successor shall receive for its services a fee as determined by its rate schedule in effect. of the indebtedness or any part thereof, whether or not such persons shall have executed the principal notes or this Trust Deed.

under any provision of this trust deed.

BEFORE THE TRUST DEED IS FILED AND TRUST COMPANY, TRUSTEE,

IDENTIFIED BY CHICAGO TITLE BY THIS TRUST DEED SHOULD BE

THE PRINCIPAL NOTE SECURED THE BORROWER AND LENDER FOR THE PROTECTION OF PLYH

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

820884

Identification No.

CHICAGO, TRILE AND TRUST COMPANY, TRUSTEE

saistant Vice President, Assistant Secretary.

Chicago, IL 60624

726 M. Hamlin Ave.

204 COUNTY

CTTC Trust Deed 1, Individual Mortgagor Term, Secures One Principal No.e. Use with CTTC Note 1, Form 39 R.1/95

diw.

VDDSE22 OF ABOVE PURPOSES INSERT STREET **LOR RECORDER'S INDEX**

DESCRIBED PROPERTY HERE

HITTSIDE' IF 90195 P.O. BOX 700 ATTORNEY AT LAW

Mail To: and Prepared by:

MARY P. McGAH

[] Recorders Box 333

FOR RECORD.

TINATROAM

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