UNOFFICIAL COPY This instrument prepared by: FARMY RAR BORTHEM THE SAMERICA FINANCIAL **SERVICES 650 DUNDES ROAD STR360** MORTHBROOK, IL 6006 96094958 DEPT-01 RECORDING \$33.56 T40014 TRAN 1881 02/05/96 09:11:00 TRUST DEE \$1038 \$ FC: *-96-094958 COOX COUNTY RECORDER 19 90 JANUARY 03 between CHICAC: TITLE & THIST COMPANY. THIS INDENTURE, made #1102466. herein referred to as "Mortgagors," and AS THERE IN HE THEIR ATHERED TOWN 12/28/35 & WOM AS THEIR INDEPENDENT TRUST COR CHATION an Illinois corporation doing business in CHICAGO Illinois, herein referred to as Trustee, witnesseth: THAT, WHEREAS the Mortgagors are justly involved to the legal holders of the Promissory Note hereinafter described. Said legalholder or holders being herein referred to as Holders of the Note in the principal sum of *ONE HUNDRED ONE THOUSAND THIRTY DOLLARS AND 92/100***

[the Note" of the Mortgagors of even date herewill (including particularly, but not exclusively, prompt payment of all sums which are or may become payable from time-to-time underly, made payable to the Holders of the Note and delivered, in and by which said Note the Mortgagors promise to make monthly payments of principal and interest, with the whole debt, if not paid earlier, due and payable as provided in the Note. All of said principal and interest payments under the Note shall be made at the place or places designated in writing from time to fine by the Holders of the Note. NOW, THEREFORE, the Mortgagors to secure: (a) the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed; (b) the performance of the covenants and agreements herein contained, by the Mortgagors to be performed; (c) the payment of all other sums, with interest, advanced under Section 5 hereof to protect the security of this trust deed; and (d) the unpaid balaricas of loan advances made after this trust deed is delivered to the recorder for record, do by these presents BARGAIN, SELL, GP.ANT, TRANSFER, 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 CHICAGO COUNTY OF _ COOK AND STATE OF ILLINOIS. to wit: PLEASE SEE SCHEDULE "A" WHICH IS ATTACHED HERETO AND A PART HEREOF FOR THE LEGAL DESCRIPTION. 16)3/1958 Prior Instrument Reference: Volume Permanent tax number: <u> 14-17-219-010</u> which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances there's orlonging, and all rents, issues and profits thereof for so long and during all such times as Mongagors 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 now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single unit, or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-a-door beds, awnings, stoves and water heaters, but not including any apparatus, equipment or articles that constitute "household goods", as the term is defined in the Federal Trade Commission Credit Practices Rule (16 C.F.R. Part 444), as now or hereafter amended. 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 premises.

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 be refits 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. By signing Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive. By signing below ______, the spouse of Mortgagor, has also executed this trust deed solely for the purpose of releasing and waiving (and does hereby so release and waive) all of such spouse's rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

1; Mortgagors shall promptly pay when due the principal and interest on the debt evidenced by the Note and any other?

charges due under the Note.

2. Mortgagors shall: (a) promptly repair, restore or 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 the 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 said premises; (e) comply with all requirements of applicable law with respect to the premises and the use thereof; and (f) make no material alterations in said premises except as required by applicable law.

3. 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 or fines against the premises when due, and shall, upon written request, furnish to Trustee or to Holders of the Note duplicate receipts therefor. To prevent nonperformance hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which

Mortgagors may desire to contest.

4. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against toss or damage by fire, lightning, earthquake, wind-driven rain or windstorm (and flood damage, where the lender is required by law to have its learn to insured) under policies providing for cayment by the insurance companies of monies 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 No. e, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Holders of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Holders of the Note, and in case of insurance about to expire, shall delive

renewal policies not less than less days prior to the respective dates of expiration.

5. If Montgagors fail to person the covenants, conditions and provisions contained in this trust deed, Trustee or the Holders of the Note may, but need for, make any payment or perform any act herein required of Mortgagors in any form and manner deemed expedient, and may, by an eed not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, complete se or settle any tax lien or other 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 monies paid for any of the purposes herein authorized and all expenses paid or included in connection therewith, including reasonable attorney's fees, and any other monies advanced by Trustee or the Holders of the Note 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. Unless Mortgagors and the Holders of the Note agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rule set forth in the Note and shall be payable, with interest, upon notice from the Holders of the Note to Montgagors requesting payment. Inaction of Trustee or Holders of the Note shall never be considered as a waiver of any right accruing to them on account of any failure to perform the covenants, conditions and provisions contained herein on the part of Mongagors.

The Trustee or the Holders 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 accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale forfeiture, tax lien

or title or claim thereof.

7. Mortgagors shall pay each item of indebtedness herein mentioned, bot a principal and interest, when due according

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to the terms hereof.

8. When the indebtedness hereby secured shall become due whether by a xeleration or otherwise, Holders of the Note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, except as otherwise provided by applicable law, 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 Note, or 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, title insurance policies. Torrens certificates, and similar data and assurances with 17, 30ect to title as Trustee or Holders of the Note may deem to be reasonably necessary either to prosecute such suit or to ovicence 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 so sured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set form in the Note securing this trust deed, if any, or otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or Holders of the Note 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.

9. 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 Note, with interest thereon as herein provided; Third, all principal and interest remaining unpaid on the Note; Fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

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10. 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 isolvency or insolvency of Montgagors at the time of application for such receiver and without regard to the then value of the ipremises 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 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 till redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would de 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 new income in his hands in payment in whole or in part of: (a) The clindebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which the deficiency in case of a sale and deficiency. (b) the deficiency in case of a sale and deficiency

11. 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 Note hereby secured, except as otherwise

not be good and available to the pany interposing same in an access that applicable law.

12. Trustee or the Holders of the Note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. If this trust deed is on a leasehold, Mortgagors shall comply with the provisions of the lease and if Mortgagors acquire fee title to the premises, the leasehold and fee title shall not merge unless Trustee or the Holders of the Note agree to the merger in writing.

14. 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 the Holders of the Note. In the event of a total taking of the premises, the proceeds shall be applied to the sums secured by the trust deed, whether conditions with any excess paid to Mortgagors. In the event of a parial taking of the premises, unless the Holders of the Note of the notice of

interpreted so that the interest or other loan charge's collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be requised by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagors. The Holders of the Note may choose to make this refund by reducing the principal owed under the Note or by making a direct

payment to Montgagor.

16. This trust deed shall be governed by federal law and the laws of Illinois. In the event that any provision or clause of this trust deed or the Note conflicts with applicable law, such conflict shall not affect other provisions of this trust deed or the Note which can be given effect without the conflicting provision. To this end the provisions of this trust deed and the Note are declared to be severable.

17. 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 signatures on the Note or 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 grost in egigence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it be one exercising any power herein given.

18. 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 in stee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity inexes, produce and exhibit to Trustee without inquire. Where a release is requested of a successor trustee, such successor trustee, may accept as the perturbed may accept as the without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine Note herein described any Note which bears an identification number purporting to be placed the reon by a prior trustee hereunder or which conforms in substance with the description herein contained of the Note and which purports to be executed by the Holders of the Note and, where the release is requested of the original Trustee and it has never placed its identification number of the Note described herein, it may accept as the genuine Note herein described any Note which may represented and which contoms in substance with the description herein contained of the Note and which purports to be a accused by the Holders. of the Note herein designated as makers thereof.

of the Note herein designated as makers thereof.

19. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability 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.

20. This trust deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons. Any Mortgagor who co-signs this trust deed only to mortgage, grant and convey that Mortgagor's interest in the premises under the terms of this trust deed and/or to release and waive homestead rights; (b) is not personally obligated to pay the sums secured by this trust deed and/or to release and waive homestead rights; (b) is not personally obligated to pay the sums secured by this trust deed; and (c) agrees that the Holders of the Note and any is not personally obligated to pay the sums secured by this trust deed; and (c) agrees that the Hoiders of the Note and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this trust deed or the Note without that Mortgagor's consent.

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21. 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 Illinois "Trust And Trustee's Act" shall be applicable to this trust deed. But the provisions of the Illinois "Trust And Trustee's Act" shall be applicable to this trust deed. But the required by applicable law, Mortgagors may have the right to have enforcement of this trust deed discontinued. Upon reinstatement by Mortgagors, this trust deed and the obligations secured thereby shall remain fully effective as if no acceleration had occurred.

23. If all or any part of the premises or any interest in it is sold or transferred (or if a beneficial interest in Mortgagors is sold or transferred and Mortgagors are not natural persons) without the prior written consent of the Holders of this Note, the Holders of the Note may, at its ortheir option, require immediate payment in full of all sums secured by this trust deed. However, this option shall not be exercised if the exercise of this option by the Holders of the Note is prohibited by federal law as of the date of this trust deed. If the Holders of the Note shall give Mortgagors notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice delivered or mailed within which Mortgagors must pay all sums secured by this trust deed. If Mortgagors fail to pay these sums prior to the expiration of this period, the Holders of the Note may invoke any remedies permitted by this trust deed without further notice or demand on Mortgagors.

of this period, the Holders of the Note may invoke any remedies permitted by this trust deed without further notice or demand on Mortgagors.

24. Except as provided in Section 23 hereof, if Mortgagors are in default due to the occurrence of any of the events of default provided in the "DEFAULT" provision of the Note, the Holders of the Note shall give Mortgagors notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 90 days from the date the notice is given to Mortgagors (which date may be the date Mortgagors are served with summons or have otherwise submitted to the jurisdiction of the court in a foreclosure proceeding brought by the Holders of the Note), by which the default must be cured (unless a court having jurisdiction of a foreclosure proceeding involving the premises shall have medean express written finding that Mortgagors have exercised Mortgagors right to reinstate within the five (5) years immediately preceeding the finding, in which case the cure period shall extend for only 30 days); and (d) that fallurs to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by the trust deed, foreclosure by judicial proceeding and sale of the premises. If the default is not cured on or before the date specified in the notice, the Holders of the Note at its or their option may require in mediate payment in tuil of a sum secured by the trust deed without further demand and may initiate or complete the foreclosure of the trust deed in the notice, the Holders of the Note at its or their option may require the foreclosure of the trust deed in the proceeding. Except as otherwise provided by applicable law, the holders of the Note shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 24, including, but not limited to, reasonable attorney's fees and costs of title evidence.

3. V

Witnesses: Witnesses: Of Mort	tgagors the day and year first above written. SEE ATTACHED EXCULPATORY Mortgagor Mortgagor [SEAL] Mortgagor
STATE OF ILLINOIS, COUNTY OF } ss. I,THEUNDERSIGNED in the State aforesaid, CERTIFY THAT	a Notary Public in and for and residing in said County, personally known to me to be the same per-
acknowledged that THRY signed, sealed and voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 3RD	foregoing In (in/ment, appeared before me this day in person and delivered the said instrument as
· · · · · · · · · · · · · · · · · · ·	Notary Public
[SEAL]	Notary Public My Commission expires:, 19
IMPORTANT! FOR THE PROTECTION OF BOTH THE BORROWER A LENDER THE NOTE SECURED BY THIS TRUST DI SHOULD BE IDENTIFIED BY THE TRUSTEE BEFORE TRUST DEED IS FILED FOR RECORD.	My Commission expires:, 19

Page 4

EXECUTION WITH EXCULPATORY CLAUSE FOR THE CHICAGO TRUST COMPANY, TRUSTEE UNDER ATTACHED TO THAT Trust Deed TRUST # 1102466 TOWITH Independent Trust Corporation DATED January 3.

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose the binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conformed upon it as such Trustee; and that no personal liability or personal responsibility is assumed by my chall at any time be asserted or enforceable against The Chicago Trust Company, on account of this retrument or on account of any warranty, indemnity, representation, covenant or agreement of the card Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, The Chirago Trust Company, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written. 04 Colyn

DATE January 3, 1996

CAGO TRUS ŏ CORPORATE Corporate Seel CHICAGO, ILLINO

COUNTY OF COOK

The Chicago Trust Company, Trustee aforesaid and not personally.

Assistant Secretar

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEFLEB CERTIFY, that the above named Assistant Vice Cressent and

Assistant Secretary of The Chicago Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

SS.

"OFFICIAL SEAL" Elaine Jones Notary Public, State of Illinois ly Commission Expires 4/8/98 Given under my hand and Notarial Seal this 3rd day January 1996.

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UNOFFICIAL COPY Schedule "A"

Beneficiary's Name	Account Number: 1219-306447	
TRANSAMERICA FINANCIAL SERVICES 650 DUNDEE ROAD STE360 NORTHBROOK, IL 60062	Name of Trustor(s):	
egal Description of Real Property:		
LOT 33 IN THE WILLIAM DEERING SUR OF THE NORTHEAST 1/4 OF SECTION 1 THE THIRD PRINCIPAL MERIDIAN, IN	7, TOWNSHIP 40 NOR	ore
THE THIRD PAINCIPAL MERIDIAN, IN		
	040	
•	J.C.	
	IL 60645	0
rustoris): SER ATTACHED EXCULPATORY CLAUSE FOR SIGNATURE		:
grature Date	Signature	Date

Page ____ of **ORIGINAL**

15-099 (1-92)

Property of Cook County Clerk's Office

EXECUTION WITH EXCULPATORY CLAUSE FOR THE CHICAGO TRUST COMPANY,
TRUSTEE UNDER TRUST # 1102466 ATTACHED TO THAT Schedule "A"

DATED January 3, 1996 TO Transamerica Financial Services.

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is a recuted and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Chicago Trust Company, on account of this assument or on account of any warranty, indemnity, representation, covenant or agreement of the scal Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, the in expressly waived and released.

IN WITNESS WHEREOF, The Chargo Trust Company, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

DATE January 3, 1996

orporate Sila To

CIFICAGO, ILLINOS

January 3, 1996

By:

sistant Vice President

Trustee aforesaid and not personally,

Attest:

Assistant Secretary

The Chicago Trust Company,

S. Toy

750 OFFICE

Property of Cook County Clerk's Office

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