

# UNOFFICIAL COPY

## TRUST DEED

CTTC Trust Deed 7

Individual Mortgage

One Installment Note Interest Included in Payment

USE WITH CTTC NOTE 7

Form 807 R.195

56116185  
DEPT-01 RECORDING \$27.00  
180012 TRAN 9112 02/13/96 10:43:00  
08188 7 13 1 4 6 1 145 1855  
COOK COUNTY RECORDER

789963

FA

27a

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 September 2, 1995,

, between Kenneth E. Runnak and

Jeanne Runnak, husband and wife,

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 Two thousand one

hundred & Sixty and no/100 (\$2,160.00) 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 October 1,

1995 on the balance of principal remaining from time to time unpaid at the rate of 10.0 per cent per

annum in installments (including principal and interest) as follows: 62.61 Dollars or more on the 1st day of

November 1995 and 62.41 Dollars or more on the 1st day of each

month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall

be due on the 1st day of March 1999. All 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. \$ 10 PER LATE PAYMENT, or

2. XXXXXXPENALTIES FOR LATE PAYMENT,

3. XXXXXDAMAGES 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

Lifeline Aluminum Supply, Inc., 5320 W. Roncon St., Chicago, Illinois 60641 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

AND STATE OF ILLINOIS, to wit:

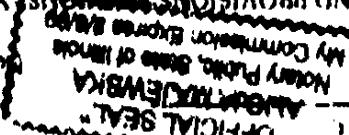
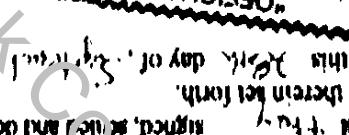
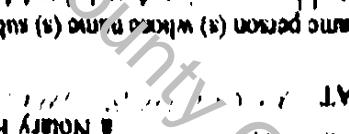
The South 1/2 of Lot 11 in Haefield's Lawrence Avenue Terminal-Garden Subdivision in the Northwest 1/4 of Section 17, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 13-17-115-015

Property Address: 4531 North McVicker Avenue, Chicago, Illinois 60630

BOX 333-CTI

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which with the property heretofore described, is referred to herein as the "property".  
TOGETHER with all improvements, tenements, fixtures and appurtenances thereto, belonging, and all rents, issues and  
similar appurtenances, equipment or articles herein described; placed in the premises by the mortgagee or their successors or assigns, and water heater.  
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  
and unless herein set forth, free from all rights and benefits the mortgagee do hereby expressly release and waive,  
to HAVE AND TO HOLD the premises unto the said trustee, his successors and assigns, forever; for the purposes, and upon the uses  
and trusts herein set forth, and for the payment of the taxes and expenses of the Homestead and Homestead Laws of the State of  
Illinois, which shall rights and benefits the mortgagee the day and year first above written.  
WITNESS the hand and seal of Mortgagor the day and year first above written.  
Keannecch E. Kuntzak   
 County of   
State of Illinois  
ss  
2539103  
  
Given under my hand and Notarial Seal this 28th day of September 1945,  
Voluntarily set, for the use and protection hereinafter set forth,  
this day in person and acknowledged before me  
who personally known to me to be the same person (a) whose name (a) subscribed to the foregoing instrument, appeared before me  
therein, DO HEREBY CERTIFY THAT  
a Notary Public in and for the mailing in said County, in the state  
of Illinois, doth acknowledge and declare that the same was executed in accordance with the laws of the State of Illinois, and is a true copy of the original instrument.

NOTARY PUBLIC  
My Commission Expires  
December 31, 1946

  
Given under my hand and Notarial Seal this 28th day of September 1945,  
Voluntarily set, for the use and protection hereinafter set forth,  
this day in person and acknowledged before me  
who personally known to me to be the same person (a) whose name (a) subscribed to the foregoing instrument, appeared before me  
therein, DO HEREBY CERTIFY THAT  
a Notary Public in and for the mailing in said County, in the state  
of Illinois, doth acknowledge and declare that the same was executed in accordance with the laws of the State of Illinois, and is a true copy of the original instrument.

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prior lien or title or claim thereto, 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 property 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 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 hereof 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

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CHICAGO, ILLINOIS 60630

4531 North Moultrie Avenue

FOR RECORDERS INDEX  
PURPOSES INSERT STREET  
ADDRESS OF ABOVE  
PROPERTY HERB  
RESCRIBED

CHICAGO, ILLINOIS 60603-5208  
140 S. Dearborn St., Suite 1610  
Edward Clancy

E) Mail To:

( ) Recorders Box 333

GEN. 907 R.1/95

CITC. Trust Deed, Individual Mortgagor (Inc instrument Note included in instrument, (as with CTR Note T.

IMPROVEMENT WORK THE PROTECTION OF BODY  
THE BORROWER AND LENDER  
THE INSTRUMENT NOTE SUBSCRIBED  
BY THIS TRUST DEED SHOULD BE  
DEINTEGRATE BY CHICAGO TITLE  
AND TRUST COMPANY, TRUSTEE,  
BEFORE THE TRUST DEED IS FILED  
FOR RECORD.

ASSUMED VICE PRELIMINARY, AUTOMATICALLY.  
BY *John W. Allen*

CHICAGO TITLE AND TRUST COMPANY, TRUSTEE  
Identical No. 78399611

The provisions of the "Law and Practice Act" of the State of Illinois shall be applicable to this instrument.

13. This Trust Deed and all provisions hereof, shall extend to the beneficiary upon Mortgagor and all persons claiming under or  
through Mortgagor, and to Ward, "Mortgagor", whom said holder shall have all such powers and all powers liable for his performance  
of the indebtedness of any party thereto, which holder shall have the right to exercise all such powers and all powers liable for his performance  
under any provision of this instrument.

14. Trustee may retain by instrument; in writing filed in the office of the Recorder of Registration of Titles in which this instrument  
shall have been recorded or filed. Any Successor to Trustee hereunder shall have the identical title, powers and authority as the holder  
when he succeeds to the office.

15. Trustee may accept as the genuine principal notes and which purport to be executed by the person herein designated as  
principal or co-principal and which purport to be executed by the principal number in the principal name or  
where the trustee is retained to receive and to have never placed in his office notes which may be presented and which concern him in substance  
and contain covenants of the principal notes, and which purport to be executed by the principal number in the principal name or  
indemnification number purporting to be placed thereon by a prior trustee hereunder or which concern him in substance with the description  
covenant of a successor trustee, such successor trustee may accept at the genuine notes herein described may make which bear an  
indebtedness hereby accrued has been paid, which representation Trustee may accept at the time without injury. Where a note is  
any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal notes, representing that all

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