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96153258

TRUST DEED

This instrument was prepared by:

Law Offices of Paul D. Fischer
c/o Shefsky Froelich & Devine Ltd
24th Floor
444 North Michigan Avenue
Chicago, IL 60611

DEPT-01 RECORDING \$29.50
T40009 TRAN 1210 02/28/96 12:46:00
0712 ÷ RH * -96-153258
COOK COUNTY RECORDER

2950

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS TRUST DEED, made February 23, 1995, between
Joan A. Grounds, a Spinster
herein referred to as "Mortgagors," and Five Avco Financial Services, Inc., an Illinois Corp., of
Cook County, Illinois, herein referred to as TRUSTEE, witnesseth THAT, WHEREAS
the Mortgagors are justly indebted to the legal holders of the Promissory Note (herein called "Note") hereinafter described, said
legal holder or holders being herein referred to as Holders of the Note evidenced by one certain Promissory Note of the Mortgagors
of even date herewith, made payable as stated therein and delivered, in and by which said Note the Mortgagors promise to pay
an Amount Financed of Twenty-Three Thousand Six Hundred Ninety Dollars and Sixteen Cents
(\$23,690.16) Dollars with interest thereon, payable in installments as follows:
Four Hundred Twenty-One Dollars and Thirty Seven Cents (\$421.37) Dollars or more on the 24th day
of March, 1996, and Four Hundred Twenty-One Dollars and 37/100 (\$421.37)
Dollars or more on the same day of each month thereafter, except a final payment of \$421.37 Dollars,
until said Agreement is fully paid and except that the final payment, if not sooner paid, shall be due on the
24th day of February, 2003.

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money 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 wit:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AND EXPRESSLY INCORPORATED HEREIN AS EXHIBIT "A"

P.I.N. 23-22-200-034

96153258

Equity Title
415 N. LaSalle/ Suite 402
Chicago, IL 60610

EC155423

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

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TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues 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 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 units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, 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 Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 OF 4:

1. 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 notwithstanding any right or option granted by any superior lien or by any superior lienholder to permit the principal balance of such superior lien to increase, not permit the principal balance of any superior lien to increase above the balance existing at the time of the making of this Trust Deed until this Trust Deed shall have been paid in full, 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 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 note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, 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 note, 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 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 note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise 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 moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys 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 and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. 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 default hereunder on the part of Mortgagors.
5. 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.
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 note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note or (b) when default shall occur and continue for three (3) days in the performance of any other agreement of the

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EXHIBIT "A"

Parcel 1: Unit Number 11138-B in Woods Edge Condominium, as Delineated on SURVEY, OF CERTAIN PARTS OF LOT "A" (EXCEPT THAT PART FALLING IN KEANE AVENUE) IN MC GARTH AND AHERN SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (HEREINAFTER REFERRED TO AS "PARCEL"), WHICH SURVEY IS ATTACHED AS EXHIBITS "B" AND "C" TO DECLARATION MADE BY AETNA STATE BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 6, 1976 AND KNOWN AS TRUST NUMBER 102109 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 23667055 AS AMENDED FROM TIME TO TIME TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH DECLARATIONS AS SAME ARE FILED OR RECORDED PURSUANT TO SAID DECLARATION TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATION ARE FILED OF RECORD IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATION, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL A; AS SET FORTH IN THE DECLARATION OF EASEMENTS MADE BY AETNA STATE BANK, AS TRUSTEE UNDER TRUST NUMBER 102109 DATED MAY 6, 1976 AND RECORDED OCTOBER 8, 1976 AS DOCUMENT 23667054 AND AS CREATED BY DEED FROM AETNA STATE BANK, AS TRUSTEE UNDER TRUST NUMBER 10-2109 TO JACQUELINE GROUNDS AND JULIA A. GROUNDS DATED NOVEMBER 15, 1976 AND RECORDED JULY 17, 1977 AS DOCUMENT 23974362, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office

6-25-77
10:30 AM

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tained of the note and which purports 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 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 legal holder of this Trust Deed and the note or notes herein described may, by an instruction in writing, executed and recorded according to law, appoint any person who is a citizen and resident of the State of Illinois, to serve as Trustee in his place and stead, who shall thereupon for the purposes of advertisement and sale succeed to Trustee's title to said real estate and the trust herein created respecting the same. In the alternative, 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.
- 15. 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 and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
- 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.

THIS TRUST DEED MAY NOT BE ASSUMED WITHOUT THE WRITTEN CONSENT OF THE LEGAL HOLDERS OF THE NOTE THAT THIS TRUST DEED SECURES.

This trust deed consists of four pages. The covenants, conditions and provisions appearing on pages 1 of 4 through 4 of 4, inclusive are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS the hand _____ and seal _____ of Mortgagors the day and year first above written.

96153258

Julia A. Grounds _____ (SEAL) _____ (SEAL)
 Julia A. Grounds _____ (SEAL) _____ (SEAL)

STATE OF ILLINOIS, } I, _____ The Undersigned
 County Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY
 CERTIFY THAT _____
 Julia A. Grounds

who personally known to me to be the same person _____ whose name _____ is
 subscribed to the foregoing instrument, appeared before me this _____ day, in person and acknowl-
 edged that _____ she _____ signed, sealed and delivered the said instrument
 as _____ her _____ free and voluntary act, for the uses and purposes therein set forth.
 Notary Public, State of Illinois
 My Commission Expires 4/1/97
 Given under my hand and Notarial Seal this _____ 23rd day of February, 1996
Paul D. Fischer
 Notary Public

Notarial Seal

MAIL TO:
 Five Avco Financial Services, Inc.
 6238 West 95th Street
 Oak Lawn, IL 60453-2201

PLACE IN RECORDER'S OFFICE BOX NUMBER: _____

FOR RECORDER'S INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE
 DESCRIBED PROPERTY HERE:
 11138-B Northwest Road
 Palos Hills, IL 60465

THIS TRUST DEED CONSISTS OF FOUR PAGES.
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