

TRUST DEED

Trust Deed 7 Individual Mortgagor One Instalment Note Interest included in Payment USE WITH NOTE? Ferm 807 R.10/95

97861000 main

This trust deed consists of six pages (3 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 mongagors, their heirs, successors and assigns.

HIS INDENTURE, made AUGUST 26, 19 97, between THE CHICAGO TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 18, 1997 THIS INDENTURE, made AND KNOWN AS TRUST NO. 11045 ENCAGO TRUST COMPANY, an Illinois corporation doing herein referred to as "Morigagors" and THE CHICAGO 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 hereinsf ter described, said legal holder or holders being herein referred to as Holders Of The Note, in the Tot. Principal Sum of (\$78,000.00) SEVENTY EIGH? THOUSAND & 00/100----DOLLARS. evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to and delivered, in and by which said THE ORDER OF BEARER SUPREME FINANCE CORP. Note the Mortgagors promise to pay the said principal sum and interest from August 28, on the balance of principal remaining from time to time unpaid at the rate of 18% per cent per annum in installments (including principal and interest) as follows: \$1,170.00----- Do!lars 1997 and \$1,170.00 ---- Dollars or more on the 1st day of October thereafter until said note is fully said except that the or more on the 1st day of each month final payment of principal and interest, if not sooner paid, shall be due on the 1 st day of September 19 98. 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:

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

ì.

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

in said stity.

NOW, THEREFORE, the Mortgagors to secure the payraent of the said principal sum of money and said interest in accordance with the terms, provisions and limit mone 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 ILL INOIS, to wit:

LOT 3 IN HASS' SUBDIVISION OF LOTS 25, 17 AND THE NORTH 5 FEET OF LOT 28 IN BLOCK 2 IN THE SUBDIVISION OF LOTS 3, 4 AND 5 IN STONE AND MCGLASHAN'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BAST OF VINCENNES AVENUE IN COOK COUNTY, ILLINGS.

Property Address: 4754 S. LANGLEY, CHICAGO, ILI.

Eeal Estate Tax # 20-10-204-048

This instrument was prepared by: LAURENCE I. GUTHMANN
100 W. MONRCE ST.
SUITE 309
CHICAGO, ILLINOIS 60600

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

TOGETHER with all improvements, tenements, sasements, Extures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be emitted thereto (which are pledged primarily and on a parity with said real extent and not secondarily), and all apparatus, equipment or articles now or hereafter therein or therech used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units of centrally controlled), and vimilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador 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 appraising 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 Truste:, 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 Mortgagers do hereby expressly release and waive.

WITNESS the hand and seal of Mortgagors the day SEE ATTACHED EXCULPATORY	and ye	ar first afore written.
CLAUSE FOR SIGNATURE (SEAL)		{SEAL}
(SEAL)	2	

EXCULPATORY CLAUSE FOR THE CHICAGO TRUST COMPANY, AS TRUSTEE UNDER TRUST 1104571 ATTACHED TO AND MADE A PART OF THE TRUST DEED DATED AUGUST 26, 1997, TO THE CHICAGO TRUST COMPANY, AS TRUSTEE.

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 executed 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 recount of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said irustice in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and receased.

Sec. O.

CAICAGO, NLIN

Date: /

August 25, 1997

The Chicago Trust Company, as Trustee Under Trust No. 1104571

R.

Assistant Vice President

Attest:

By∷

State of Illinois

County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State afcresaid, do hereo; certify that the above named Assistant Vice President 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 the 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.

Given under my hand and Notarial Seal this 26th day of August, 1997

"OFFICIAL SEAL"
TEREBA WESCLITZ
Notary Public, State of Minore
My Commission Expures 4/8/88

NOTARY PUBLIC

801/07

Property of Cook County Clerk's Office

UNOFFICIAL COPY61000

STATE OF ILLINOIS SS		
COUNTY OF COOK		
1,	a Notary Public in as	nd for the residing in said
County, in the state aforesaid, DO HEREBY	CERTIFY THAT	
	ind acknowledged that	ubscribed to the foregoing instru- signed, sealed and deliv- he uses and purposes therein set
forth. Given under my hand and Notarial Seal this	day of ,	19 .
Notary Public	lotarial Seal	

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

- 1. Mortgagors shall (a) promptly repair, restore and rebuild any buildings or improvements now or hereatter on the premises which may become dama ted 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 indebtachess 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 law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations is 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 notes 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 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 notes, under insurance policies payable, in case of loss 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 attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the notes, 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 notes, or of any of them, 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 rederen 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 maneys 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 manurity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturery 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 of 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, forestime, tax lies 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 (primmediately in the case of default in making payment of any interest or in the performance of any other greement 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 for any se 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 con 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 has 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 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 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 sot 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 securit hereof, whether or not actually commenced.

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- 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 are 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 liest or of any provision hereof shall be subject to any defense which would not be good and available to the pury 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 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 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. 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 releating 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. Trusten of successor shall be entitled to reasonable compensation for any other act or service performed under my 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.

FOR THE PROTECTION OF BOARD THE BORROWER AND LENDER THE PRINCIPAL NOTE SECUREDBY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE CHICAGO TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No.	801407	<u></u>	
BY CONTHIE	ST COMPANY, TRUSTI (IIII) ident, Assistant Secretary	2	
Trust Deed 7. Individual M Form 807 R.10/95	iongagor One Instalment Note	_	rment. (b) a with Note 7.
[] RECORDER'S O	FFICE BOX NUMBER :	6. 33	Co
			FOR INFORMATION ONLY INSERT
M MAIL TO:			STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
STREET 100 W.	NANCE CORPORATION MONROE STREET SUITE 309	-	
CITY	C'RTINOIS 60603	-	A
^{, %;} 0001984	6		•

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Page 7

- 9 16 In the event of sale or transfer of title in any way including as Assignment of Beneficial Interest
- 17. Obliger shall pay a delinquency charge of 5% per late payment per month after a (10) day delinquency.
- 18 The mortgager, hereby waives any and all rights of redemption from sale under any order or decree of to ech sure of this Trust Deed, and its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgager, acquiring any interest in or title to the premises subsecuently the date of this Trust Deed.
- 19 An Extrem narment of a 12 of the Insurance & Real Estate Taxes per month must be made in addition to the monthly payment of perpenpal and interest
- 20 The Nortgagor hereby waive any and all rights of Reinstatement under the Laws of the State of illinors.
- 21. The Meetgagor hereby waives any and all rights of Homestead, under the Laws of the State of Illinois
- 22. All of said installments of principal bearing interescapter maturity at the rate of 3% per month

23. Lead Warning Statement:

If very purchaser of any interest in residential real property on which a rust-femilal dwelling was built prior to 15.78. In notified that such property may present exposure to Lead from lead-based paint that may place your gichildren at risk to developing Lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant nomer. The seller of airs interest in residential real property is required to provide the buyer with a rust ormation on lead-base, point hazards from risk assessments or inspections in the seller's possession and not d, the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-base point hazards it recommended prior to purchase.