

TRUST DEED

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CTTC Trust Deed 7
Individual Mortgagor
One Instalment Note Interest Included in Payment
USE WITH CTTC NOTE 7
Form 807 R.1/95

801615

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 August 29 1997, between
HELMUT A. STAHLCKER, III and KAREN STAHLCKER, his 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
TEN THOUSAND (\$10,000.00) ----- 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 August 29,
1997 on the balance of principal remaining, from time to time unpaid at the rate of 8% per cent per
annum in installments (including principal and interest) as follows: \$66.67 Dollars or more on the 29th day of
September 1997 and \$66.67 Dollars or more on the 29th day of each

month thereafter until said note is fully paid except that the first payment of principal and interest, if not sooner paid, shall be due on the 29th day of AUGUST 1997*. 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: *FINAL PAYMENT OF \$10,000.00

1. XXXXXPER MONTHLY PAYMENTXXXXX
2. 13% PERCENT OF THE TOTAL MONTHLY PAYMENT, or *** 13% PERCENT PER ANNUM FOR THE ACTUAL NUMBER OF DAYS SINCE PAYMENT IS MADE
3. XXXXXXXXXXXXXXXXXXKXXXXX

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 FRANK RODRIGUEZ 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:

LOT 34 IN BLOCK 4 IN TAYLOR'S AND CANDA'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-01-425-015

PROPERTY ADDRESS: 827 North Fairfield
Chicago, Illinois

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payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax or other liability before receipt of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payment of deficiency or deficiency notes, or of any of them, may, but need not, make any payment of principal or interest on real estate held by the holder of the notes, or of any of them, and may, but need not, make any payment of principal or interest on real estate held by the holder of the notes, or of any of them, and may, but need not, make any payment of principal or interest on real estate held by the holder of the notes, or of any of them.

4. In case of default hereon, Trustee or the holders of the notes, or of any of them, may, but need not, make any payment about to expire, shall deliver renewing policies to the trustee in case of each policy, and shall deliver all policies, including additional and renewal policies, to holders of the notes, and in case of loss or damage, to the beneficiaries of the notes, such rights to be evidenced by the standard mortgage clause to be included in each policy, to the trustee for the benefit of the holders of the notes, under insurance policies payable, in case of loss or damage, to the beneficiaries of the notes, and in case of loss or damage, to the trustee for the benefit of the holders of the notes, under insurance policies payable, in full for payment 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 accrued hereby, all in company's sole discretion to the trustee to have the loan so insured under policies providing for replacement of windstorm (and flood damage), where the lender is required by law to have the loan so insured by the insurance company now or hereafter situated on said premises insured against loss of damage by fire, lightning or water damage and improvements which may be subject to contact.

3. Mortgagors shall keep all buildings and improvements which may be subject to contact by in the nature provided by statute, any tax or assessment which may be subject to contact.

of the notes duplicate recitals hereon. To prevent default hereunder Mortgagors shall pay in full under contract, in the manner provided above, service charges against the premises when due, and shall, upon written request, furnish to holder service charges, all general taxes, and shall pay special taxes, special assessments, water charges,

2. Mortgagors shall pay before any penalty attaches all general taxes, and upon written request, furnish to holder service charges, all general taxes, and shall pay special taxes, special assessments, water charges,

use thereof; (c) make no material alterations in said premises except as required by law or municipal ordinance, to the premises and the execution upon said premises; (c) comply with all requirements of law or municipal ordinance which require, to the premises and the

lien to trustee or to holders of the note, (d) complete within a reasonable time any building of buildings now or at any time in process of construction or charge on the premises superior to the lien hereon, and upon request exhibit authority evidence of such prior

a lien or charge on the premises to the lien holder to the lien hereon; (c) pay when due any taxes, charges which may be accrued by other liens or claims for lien not expressly subordinated to the lien hereon; (b) keep said premises in good condition and repair, wash, paint, whitewash, and repair from mechanicals or

may become damaged or be destroyed; (a) restore and rebuild any building or improvement now or hereafter on the premises which

1. Mortgagors shall (a) promptly repair, restore and rebuild any building or improvement now or hereafter on the premises which

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

MICHAEL T. O'CONNOR
OFFICIAL SEAL

Notary Seal

Notary Public

Citizen under my hand and Notarial Seal this 29th day of, October 1997.

Voluntarily act, for the uses and purposes herein set forth, this day in person and acknowledge that they signed, sealed and delivered the said instrument as their personal knowledge known to me to be the same person (s) subscribed to the foregoing instrument, appeared before me

1. I, Notary Public in and for the state of Illinois, do hereby certify that KAREN STAHLECKER, III and KAREN STAHLECKER, III

County of COOK

SS

STATE OF ILLINOIS

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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

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 or virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

All of the foregoing are declared to be a part of the real estate which is held by the Mortgagors or their successors or assigns shall be similar appurtenances, equipment or articles heretofore placed in the premises by the Mortgagors or their successors or assigns shall be similar articles, fixtures and fittings, windows shades, storm doors and windows, floor coverings, indoor beds, awnings, blinds,

(without disturbing the floor covering), screens, window shades, storm doors and windows, floor coverings, indoor beds, awnings, blinds, heat, gas, air conditioning, water, light, power, heating, utility or centrally controlled), and ventilation, including

which said real estate and fixtures which are physically attached thereto or not, and it is agreed that all profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pleaded prima facie and on a parity with water heating, and real estate and fixtures which are physically attached thereto or fixtures or fixtures used to supply

TOGETHER with all improvements, fixtures, attachments,添附物, and appurtenances directed below, and all rents, issues and which with the property hereinabove described, is referred to herein as the "premises",

97954344

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prior lien or title or claim thereon, 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 premises 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 thereon 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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FOR RECORDER'S INDEX
PURPOSES INSERT STREET
ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

J. A. BELCAMPO
543&W. BELMONT
CHICAGO, ILL.

Mail To:

[] Recorders Box 333

97954344

Form 807 R.1/95
CTCC Trust Deced /, Individual Mortgagor One Insalment Note interest included in original note with CTCC Note 7.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER	
BY THIS INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE,	
BEFORE THE TRUST DEED IS FILED FOR RECORD.	
CHICAGO TITLE AND TRUST COMPANY, TRUSTEE	ASSISTANT-VICE PRESIDENT, ASSISTANT SECRETARY.
BY <u>John M. Dillinger</u>	
RECEIVED - <u>John M. Dillinger</u>	
JULY 16 1915	
INVESTIGATION NO. <u>801615</u>	

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

any person who shall be a citizen of the Commonwealth, produce and exhibit to Trustee his principal notes, negotiateable hereby according to law, which representation Trustee may accept as true without inquiry. Where a release is demanded by the trustee, such trustee may accept it, notwithstanding that all negotiable notes held by him have been paid, unless he has reason to believe that there is a bona fide dispute concerning the title thereto.

14. Trustee may resign 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 in Trust hereunder shall have the identical authority as the original Successor in Trust hereunder to be executed by the person hereinafter set forth.

15. This Trust Deed and all provisions hereof, shall extend to the bequests upon Mortgages and all persons claiming under or through Mortgages, 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 have executed the principal notes or this Trust Deed.

16. Before releasing this trust deed, Trustee or Successor shall first receive for services as a fee as determined by it in its sole discretion, compensation for any other act or service performed when this release is issued. Trustee or Successor shall be entitled to reasonable compensation for any other act or service performed under any provision of this trust deed.