

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

97009198

DEPT-01 RECORDING

\$37.00

. T#0012 TRAN 3626 01/06/97 15:11:00

\$6573 \$ CG *-97-009198

COOK COUNTY RECORDER

796708

This trust deed consists of six pages (3 sheets 2 sides). The covenants, conditions and provisions appearing on subsequent pages are incorposated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

THIS INDENTURE, made January &

7BA 19 9**5**, between -----

herein referred to as "Mortgagors" 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 hereinafter described, said legal holder or holders being herein referred to as Holders Of The Note, in the Total Principal Sum of ONE HUNDRED FIFTEEN THOUSAND AND NO/100----- DOLLARS, evidenced 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 January 3, 1997 on the balance of principal remaining from time to time unpaid at the rate of per cent per annum in installments (including principal and interest) as follows: ---\$2,072,94----- Dollars 1997and ---\$2,0/2.36----- Dollars or more on the 1st day of February or more on the 1st day of each thereafter until said note is fully paid except that the month final payment of principal and interest, if not sooner paid, shall be due on the 1st day of January, M2003 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: an additional

2. 1.5 PERCENT OF THE TOTAL MONTHLY PAYMENT, AR

BOX 333-CTI

and all of said principal and interest being made payable at such banking house or trust company in Allinois, 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 Kenneth E. Stobart & Karen Stobart, 245 Gage Road, Riverside, IL manhatrox 60546.

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, AND STATE OF ILLINOIS, to wit: COUNTY OF COOK

Lots 15, 15, 17, 18 and 19 in Block 31 in Chatham Fields being a Subdivision of the Northeast 1/4 of Section 34, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index No. 20-34-230-034 Property Address: 724 East 83rd Street, Chicago, IL 60619

The subject premises is not comestead property.

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

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 win lows, 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 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.

WITNESS the hand i	and seal of Mortgagors the day and	year tirst afore writte	D. •≈⊘1	
	_ ISEALI	QU. S	Hordon	(SEAL)
		CHARLES S.	HANSEN	
	[SEAL]	•		[SEAL]

STATE	OF	II II	IN	O	15
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SS

COUNTY OF COOK

1977年19月1日

1,	Donald R.	CLONE
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a Notary Public in and for the residing in said

County, in the state aforesaid, DO HEREBY CERTIFY THAT CHARLES S. HANSEN

who personally known to me to be the same person (s) whose name (s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2 day of,

January

1997.

Notary Public .

Touth R. Com

Notarial Seal

2715

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

- 1. Mortgagors shall (a) promptly repair, restore and rebuild any buildings or improvements now or hereafter on the premises which may become damaged of be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's of 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 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 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 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 maturety 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 hereu dor on the part of the Mortgagors.

5. The Trustee or the first the notes hereby secured making any payment hereby authorized relating to taxes of assessments may not 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 validary of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

- 6. Mortgagors shall pay each item of indectedness 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 indectedness 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 foreclos; 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 beloaf of Trustee or holders of the notes, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outleys 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 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 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 securit hereof, whether or not actually commenced.

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UNOFFICIAL COPY

- 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 start 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 intercosing 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 he eunder, 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 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 of successor shall be entitled to reasonable compensation for the 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.

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

Identification N	o. 79 67	. 80	TC	
THE CHICAG	TRUST COM	IPANY, TRUS	TEE	Dy.
Assistant Vi	ce President, As	Septant Secret	агу.	C
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Trust Deed 7. Individual Mortgagor One Instalment Note Interest Included in Payment Use with Note 7. Form 807 R.10/95

б.

This instrument was prepared by Frederick P. Heiss, 188 West Rendolph St. Chicago, IL 60601

[] RECORDER'S OFFICE BOX NUMBER 333

IXI MAIL TO:

NAME BOYLE AND HEISS, LTD.

STREET 188 West Randolph St.

CITY Chicago, IL 60601

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

724 East 83rd Street

Chicago, IL 60601

3. The Mortgagors hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage.

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

CHARLES S. HANSEN (SEAL)

STATE OF ILLINOIS

SS

COUNTY OF COOK

Given under my hand and Notarial Scal this _____ day of January,

"OFFICIAL SEAL"
Donald R. Crowe
Notary Public, State of Illinols
My Commission Expires 04-28-2000

Watary Dubli

Notary Public

This instrument was prepared by Frederick P. Heiss, 188 West Randolph Street, Chicago, IL 60601.

MAIL TO: BOYLE AND HEISS, LTD.

188 West Randolph Street

Suite 1226

Chicago, IL 60601

796708

Property or Cook County Clerk's Office

This Rider is attached to and made part of a certain Trust Deed dated January 2 1997 made by Charles S. Hansen to the Chicago Trust Company, an Illinois corporation doing business in Chicago, Illinois.

This Rider made this Add day of January, 1997, as an addition to the Trust Deed wherein Charles S. Hansen is designated as the Mortgagors and the Chicago Trust Company, an Illinois corporation doing business in Chicago, Illinois, is herein referred to as Trustee.

1. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagors, the Trustee and/or the holders of the Note may without notice to the Mortgagors deal with such successor or successors in interest with reference to this Trust Deed and the debt hereby secured in the same manner as with the Mortgagors, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagors hereunder or upon the debt hereby secured.

Property of Coot County Clert's Office

That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagors or if the Mortgagor shall make an assignment for the benefit of creditors or if the property be placed under control of or in custody of any court, or if the Mortgagors abandon any of said property, or upon the sale, lease or transfer of the secured property or an assignment of beneficial interest in said property, without the written consent of the Trustee or holders of the Note, or upon the death of the maker of the note secured hereby, or in the event of the filing of a suit to condomn all or a part of the said property, then and in any of said events, the Trustee or holders of the Note is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Trustee or holders of the Note hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagors and apply toward the payment of said mortgage indebtedness any indebtedness of the Trustee or holders of the Note hereunder to the Mortgagors, and said Trustee or holders of the Note may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately.

Property of Coof County Clark's Office