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TRUST DEED

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

THIS DOCUMENT PREPARED BY
SANTE DE PACE
FOR FIRST SECURITY TRUST &
SAVINGS BANK 7215 W. GRAND
ELMWOOD PARK, IL 60635

97106802

SEPT-01 RECORDING \$55.00
 7:00:09 TRAN 7153 02/14/97 12:14:00
 44810 BK *-97-106802
 COOK COUNTY RECORDER

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 mortgagors, their heirs, successors and assigns.

796911

THIS INDENTURE, made **DECEMBER 30,** 19 **96**, between **VIRKI GLASSEN,** AN UNMARRIED WOMAN

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 **EIGHTY THOUSAND AND 00/100**----- 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 **DATE OF DISBURSEMENT,** on the balance of principal remaining from time to time unpaid at the rate of **8.50** per cent per annum in installments (including principal and interest) as follows: **\$615.13** Dollars or more on the **1ST** day of **MARCH, 1997** 19, and **\$615.12** 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 **FEBRUARY, 2027** 19. 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:

1. \$ PER LATE PAYMENT, or
2. PERCENT OF THE TOTAL MONTHLY PAYMENT, or
3. NO LIQUIDATED DAMAGES FOR LATE PAYMENT,

04339133

TICOR TITLE INSURANCE

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PARCEL 1:

LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1(H) OF THE CONDITIONS AND STIPULATIONS OF THE POLICY) CREATED BY INSTRUMENT (REFERRED TO HEREIN AS THE SUBLEASE), A MEMORANDUM OF WHICH WAS RECORDED _____ AS DOCUMENT NUMBER _____, WHICH DEMISES THE LAND BUT NOT THE IMPROVEMENTS LOCATED THEREON FOR A TERM OF YEARS BEGINNING _____ AND ENDING _____; BEING A SUBLEASE OF PART OF THAT LEASEHOLD ESTATE CREATED BY INSTRUMENT DATED FEBRUARY 1, 1995 (REFERRED TO HEREIN AS THE GROUND LEASE) A MEMORANDUM OF WHICH WAS RECORDED APRIL 27, 1995 AS DOCUMENT NUMBER 95.278,768, WHICH DEMISES THE LAND AND OTHER LAND FOR A TERM OF YEARS BEGINNING APRIL 7, 1995 AND ENDING NOVEMBER 30, 2093.

SUBPARCEL A:

PROPOSED LOT 1, BLOCK 1, ORCHARD PARK SUBDIVISION (TOWNHOME)
A TRACT OF LAND IN BUTTERFIELDS ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF WEED STREET, 50 FOOT WIDE, AS SHOWN ON THE PLAT OF C.J. HULL'S SUBDIVISION OF LOTS 152, 155, 156 AND PARTS OF LOTS 153 AND 154 IN SAID BUTTERFIELDS ADDITION TO CHICAGO, WITH THE NORTH LINE OF CLYBOURN AVENUE BEARING NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST AND INTERSECTING WITH SAID WEED STREET AT A RIGHT ANGLE, SAID WEED STREET TO BE VACATED; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF CLYBOURN AVENUE, 16.0 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 16.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 20.64 FEET; THENCE SOUTH 45 DEGREES 06 MINUTES 59 SECONDS EAST 48.88 FEET; THENCE SOUTH 44 DEGREES 54 MINUTES 55 SECONDS WEST, 1.12 FEET; THENCE SOUTH 45 DEGREES 05 MINUTES 05 SECONDS EAST, 6.38 FEET; THENCE SOUTH 44 DEGREES 54 MINUTES 55 SECONDS WEST, 5.00 FEET; THENCE NORTH 45 DEGREES 06 MINUTES 05 SECONDS WEST, 6.38 FEET; THENCE SOUTH 44 DEGREES 54 MINUTES 55 SECONDS WEST, 14.52 FEET; THENCE NORTH 45 DEGREES 06 MINUTES 59 SECONDS WEST, 11.28 FEET; THENCE SOUTH 44 DEGREES 53 MINUTES 01 SECONDS WEST, 3.40 FEET; THENCE NORTH 45 DEGREES 09 MINUTES 50 SECONDS WEST, 12.06 FEET; THENCE NORTH 44 DEGREES 53 MINUTES 01 SECONDS EAST, 3.41 FEET; THENCE NORTH 45 DEGREES 06 MINUTES 59 SECONDS WEST 25.57 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO:

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PROPOSED LOT 6, BLOCK 1, ORCHARD PARK SUBDIVISION (GARAGE)
A TRACT OF LAND IN BUTTERFIELDS ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF WEED STREET, 50 FOOT WIDE, AS SHOWN ON THE PLAT OF C.J. HULL'S SUBDIVISION OF LOTS 152, 155, 156 AND PARTS OF LOTS 153 AND 154, IN SAID BUTTERFIELDS ADDITION TO CHICAGO, WITH THE NORTH LINE OF CLYBOURN

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AVENUE BEARING NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST AND INTERSECTING WITH SAID WEED STREET AT A RIGHT ANGLE, SAID WEED STREET TO BE VACATED; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE CENTER LINE OF SAID WEED STREET, 159.89 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 73.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44 DEGREES 52 MINUTES 28 SECONDS EAST ALONG THE FACE OF A GARAGE, 10.33 FEET; THENCE SOUTH 45 DEGREES 08 MINUTES 31 SECONDS EAST, 20.26 FEET TO THE FACE OF SAID GARAGE THENCE SOUTH 44 DEGREES 46 MINUTES 59 SECONDS WEST ALONG SAID FACE 10.36 FEET; THENCE NORTH 45 DEGREES 03 MINUTES 27 SECONDS WEST 20.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS

LOTS 1 AND 2 IN BLOCK 1 OF ORCHARD PARK SUBDIVISION, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF TO BE RECORDED. IN COOK COUNTY, ILLINOIS.

SUBPARCEL B:

EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF PARCEL 1 AS CREATED, DEFINED AND LIMITED BY INSTRUMENT (DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR ORCHARD PARK) DATED DECEMBER 30, 1996 AND RECORDED DECEMBER 31, 1996 AS DOCUMENT NUMBER 96,983,509 OVER, UPON AND ACROSS THE COMMON AREA (AS DEFINED AND DESCRIBED THEREIN).

SUBPARCEL C:

EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF PARCELS 1 AND 2 AS CREATED DEFINED AND LIMITED BY INSTRUMENT (EASEMENT AGREEMENT) RECORDED SEPTEMBER 6, 1996 AS DOCUMENT NUMBER 96,683,222 OVER UPON AND ACROSS PRIVATE STREET.

PARCEL 2:

IMPROVEMENTS (BUT NOT THE COMMON AREA IMPROVEMENTS) AS CREATED, DEFINED AND LIMITED BY INSTRUMENT (DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR ORCHARD PARK) DATED DECEMBER 30, 1996 AND RECORDED DECEMBER 31, 1996 AS DOCUMENT NUMBER 96,983,509 LOCATED ON THE LAND DESCRIBED ABOVE AS PARCEL 1.

COMMONLY KNOWN AS: 1547 A N. CLYBOURN AVE. CHICAGO, IL. 60610-1009

PERMANENT INDEX NUMBER: 17-04-101-029
17-04-101-044
17-04-101-045
17-04-101-048
17-04-101-051
17-04-101-052
17-04-102-031

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NOTE: THERE HAS BEEN NO TAX DIVISION FOR THE INDIVIDUAL TOWNHOME UNITS.

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STATE OF ILLINOIS

SS

COUNTY OF COOK

I, JEFFREY L. GONSIENSKI a Notary Public in and for the residing in said

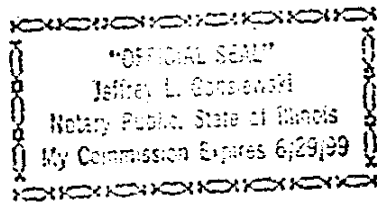
County, in the state aforesaid, DO HEREBY CERTIFY THAT VIKKI CLASSEN, AN UNMARRIED WOMAN

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 SHE signed, sealed and delivered the said Instrument as HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30TH day of, DECEMBER 1996

Notary Public Jeffrey L. Gonsiewski

Notarial 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 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 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.

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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.

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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 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 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.

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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 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 imposing 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.

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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

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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 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.

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

796911

Identification No. _____

THE CHICAGO TRUST COMPANY, TRUSTEE

BY Thomas J. Demas
Assistant Vice President, Assistant Secretary.

Trust Deed 7. Individual Mortgagor One Instalment Note Interest Included in Payment. Use with Note 7 Form 807 R.10/95

6.

[] RECORDER'S OFFICE BOX NUMBER ~~33~~

BOX 32

[] MAIL TO:

NAME LAW OFFICES OF THOMAS J. DEMAS
~~GEORGE B. DECKER~~
STREET 6321 WEST NORTH AVENUE, SUITE 201
CITY OAK PARK, ILLINOIS 60302

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

1547 A N. CLYBOURN AVE.
CHICAGO, ILLINOIS 60610-1009

97106802