

TRUST DEED

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

97372698

759595

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 May 6, 1997, between Shana Gritzanis

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 Eight Thousand Eighty and 87/100

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 May 6, 1997

on the balance of principal remaining from time to time unpaid at the rate of 10 per cent per annum in installments (including principal and interest) as follows: \$67.34 Dollars or more on the 1st day of

June 1997 and \$67.34 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 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:

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

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 Maverick Properties, Inc. 100 N. LaSalle, Suite 1111, Chicago, IL 60602 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 therein 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:

Sub Lot 5 and the East 1 foot of Lot 6 (except that part taken for street) in W.K. Nixon and W.H. Hutchinson's Subdivision of Lots 13, 15 and 18 in Subdivision of Lot 4 in Wakeman's Partition of the South 1/2 of the Southeast 1/4 of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

16-12-421-010-0000

2731 W. Washington Blvd., Chicago, IL

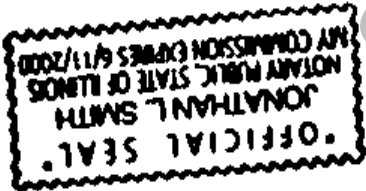
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1. Mortgagee shall (a) promptly repair, restore and rebuild any buildings or improvements now or hereafter situated on said premises... (b) keep and premises in good condition and repair... (c) pay when due any taxes... (d) complete within a reasonable time any building or building work... (e) comply with all requirements of law or municipal ordinance... (f) make no material alterations in said premises except as required by law or municipal ordinance... (g) 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 some duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner providing by law, any tax or assessment which Mortgagee deems to contest.

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REPEALED SHALL BE

who personally knows to us 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 in her voluntary act, for the use and purpose therein set forth. (Sign under my hand and Notary Seal this 6th day of May 1992)



Notary Public
Jonathan L. Smith

STATE OF ILLINOIS
County of Cook
\$5
I, the undersigned authority
Shana Citizanis
Notary Public in and for the County of Cook, in the State of Illinois, DO HEREBY CERTIFY THAT
Shana Citizanis

Witness the hand and seal of Mortgagee the day and year first above written.
Shana Citizanis
[SEAL]
[SEAL]

TOGETHER with all improvements, furniture and appliances therein belonging, and all trees, trees and garden thereof for so long and during all such times as Mortgagee may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all equipment, equipment or articles now or hereafter placed on or attached to said real estate... (without restricting the foregoing), kitchen, window shades, screen door and window, floor covering, heater beds, awnings, stove, and water heater.

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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 produced 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 of 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.

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

Identification No. 799595
CHICAGO TITLE AND TRUST COMPANY, TRUSTEE
BY [Signature]
Assistant Vice President, Assistant Secretary.

92372698

CTTC Trust Deed 7, Individual Mortgagor One Instalment Note Interest Included in Payment Use with CTTC Note 7.
Form 807 R.1/95

[] Recorders Box 333
This document prepared by and
[] Mail To:
Jonathan L. Smith
100 N. LaSalle, Suite 1111
Chicago, IL 60602



FOR RECORDER'S INDEX
PURPOSES INSERT STREET
ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

2731 W. Washington Blvd.

Chicago, IL 60602

1. The Trustee shall have the right to examine the title, location, existence, or conditions of the Premises, or to require and the validity of the access thereto shall be permitted for that purpose.

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 available to the party borrowing same as an action in law upon the notes hereby secured.

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 application is made prior to foreclosure sale (a) the deficiency in case of sale and deficiency.

9. Lessor, 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 Mortgagor at the date of application for such receiver and without regard to the date of the payment or maturity of the note secured by this deed. The receiver shall be appointed as such receiver, and shall have the power to collect the rent, taxes and profits of said premises during the period of such foreclosure sale and in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemptors or not, as well as during any further time when Mortgagor, except for the intervention of such receiver, would be entitled to file such writ, return and writ, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, profit, 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 special assessments 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.

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 proceeding, including all such items as are recited in the preceding paragraph hereof; second, all other liens which under the terms hereof are secured independent of and not evidenced by any instrument recorded in the public records of the county in which the premises are located; third, all principal and interest remaining unpaid on the principal amount of any mortgage or other lien which is a lien on the premises and which is recorded in the public records of the county in which the premises are located; fourth, any amounts to Mortgagor, their heirs, legal representatives or assigns, or their estate, in that order of priority 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 Mortgagor at the date of application for such receiver and without regard to the date of the payment or maturity of the note secured by this deed. The receiver shall be appointed as such receiver, and shall have the power to collect the rent, taxes and profits of said premises during the period of such foreclosure sale and in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemptors or not, as well as during any further time when Mortgagor, except for the intervention of such receiver, would be entitled to file such writ, return and writ, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, profit, 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 special assessments 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.

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 attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, and other costs and charges, which may be estimated as so items to be expended after entry of the decree of foreclosure, together with interest thereon at the rate of ten percent per annum from the date of the decree of foreclosure until the date of payment of the same, and also the cost of advertising the same for sale. 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 attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, and other costs and charges, which may be estimated as so items to be expended after entry of the decree of foreclosure, together with interest thereon at the rate of ten percent per annum from the date of the decree of foreclosure until the date of payment of the same, and also the cost of advertising the same for sale.

6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. As the option of the holders of the principal notes, or any of them, and without notice to Mortgagor, 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 Mortgagor herein contained.

5. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. As the option of the holders of the principal notes, or any of them, and without notice to Mortgagor, 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 Mortgagor herein contained.

4. The Trustee or the holders of the notes hereby secured making any payment hereby authorized relating to taxes or assessments, or any other charges or expenses, or into the validity of any tax, assessment, rate, forfeiture, tax lien or title or claim thereon, may do so according to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or estimate or into the validity of any tax, assessment, rate, forfeiture, tax lien or title or claim thereon.

3. The Trustee or the holders of the notes hereby secured making any payment hereby authorized relating to taxes or assessments, or any other charges or expenses, or into the validity of any tax, assessment, rate, forfeiture, tax lien or title or claim thereon, may do so according to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or estimate or into the validity of any tax, assessment, rate, forfeiture, tax lien or title or claim thereon.

2. The Trustee or the holders of the notes hereby secured making any payment hereby authorized relating to taxes or assessments, or any other charges or expenses, or into the validity of any tax, assessment, rate, forfeiture, tax lien or title or claim thereon, may do so according to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or estimate or into the validity of any tax, assessment, rate, forfeiture, tax lien or title or claim thereon.

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