9601/0268 03 001 Page 1 of 1998-08-28 11:47:10

Cook County Recorder

27.00

TRUST DEED

Individual Mortgagor

[] Recorders Box 333

[x] Mail To: The Chicago Trust Company

Note ID and Release

171 North Clark

H98034068

Chicago, IL 60601

092 - 103 - 0001370

This trust deed consists of four pages (4 sheets 1 side). 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 08-1/2-1998

, between

DANIEL T BAUBLITZ AND RENEE BAUBLITZ 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 just y 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

THIRTY-FIVE THOUSAND EIGHT FUNDRED EIGHTY-FIVE AND 75/100 DOLLARS, evidence by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER OR OTHER PARTY and delivered in and by which said Note the Mortgagors promises to pay the said principal sum and interest from 08-17-1998 on the believes of principal remaining from time to time unpaid at the rate provided in the Installment Note in installments (including principal and interest) as provided in said Installment Note until note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the . All such payments on account of the indebtedness evidenced by said note to be day of AUGUST, 2013 20TH first applied to interest on the unpaid principal balance and the remainder to principal. All of said principal and interest , Illinois, as holders of the notes shall be made payable at such banking house or trust company in may, from time to time, in writing appoint, and in the absence of such appointment, then at the location designated by the legal holders of the Installment Note.

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 and promises of the Mortgagors contained in the Installment Note and herein, 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: PREPARED BY: COUNTY OF COOK

JASON STETZ P.O. BOX 6869 VILLA PARK IL 60181

31-34-404-004-0000 which has the address of ("Property Address");

4315 DAVIS, RICHTON PARK, IL 60471 LOT 14 IN BLOCK 3 IN TREMBLEY'S RICHTON PARK ESTATES, A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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



UNOFFICIAL COP \$6772082 Page 2 of

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 wentilation, including (without restricting the foregoing), screens, window shades, storm

, T	inador beds, awnings, stoves, and water	r heaters.		ous and minnows, most constitute
í	All of the foregoing are declared to be	a part of said real estate	whether physically attached	thereto or not, and it is agreed the
1	all similar apparatus, equipment or articles considered as constituting part of the	ctes desegues biaceo to d e test estate:	ie premises by the mortgagor.	or their successors or assigns sha
7	TO HAVE AND TO HOLD the premi	ses unto the said Trustee	its successors and assigns, i	orever, for the numbers, and upo-
ń	the uses and trusts herein set forth, fre	o from all rights and be	assits under and by virtue of	the Homestead Exemption Laws of
	the State of Illinois, which said rights a	nd benefits the Mortgago	ers do hereby expressly release	and waive.
	Witness the hand and seal of Mortgagor	rs the day and year first a	bove written.	
	WITNESS the hand and seal of Most;	gagors the day and year	first above written.	
	1 1 1 1 Balton	;		A N '1
	Daniel Wass	[SEAL]	Rouge Ba	whity [SEAL]
	DANIEL T BAUBLITZ		RENEE"BAUBLITZ	
	· O ₄			-
		[SEAL]		[SEAL]
	Q _A			
	STATE OF ILLINOIS			
	The state of the s			
	County of DUPAGE 1. MELISSA A. FUREY	0.5		
•	I, MELISSA A. FUREY state aforesaid, DO HEREBY CERTIF	יי דעדעגעד די דעדעגעד	Votary Public in and for the	residing in said County, in the
1	state aforesaid, DO HEREBY CERTIF	FY TPAT DANIEZ 1	. BAUBLIIZ AND REMEE	BAUBLIIZ
•	who personally known to me to be th	ie same porson(s) whos	e name(s) subscribed to the	foregoing instrument, appeared
1	before me this day in person and sol	knowledged (us)	signed, sealed and delivered	the said instrument as
	Tree with Aprellary 800	et not one asea s'ut butbe	nes merem sei ionu.	_
- {	Given under my hand and Notarial See	al this <u>11TH</u> 383	of, AUGUST	1008
	Mounalote	1010		OFFICIAL SEAL
	I WWIXE CIW			MELISSA A FUREY
	Notary Public MELISSA A. FUREY	7	Notatial Seal	Notary Public State of illinois
		·	TAM PROPERTY A STOLEAST	Mr Commission Evolvas July 25, 46.
•	the covenants, conditions a	ND PROVISIONS PREV	TODALL KILEKKED IO	Bi commission expires and 24, 20
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collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

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4. Mortgagor agrees not to sell or transfer any part of the premises, or any rights in the premises, including the sale or transfer of the beneficial ownership in the premises where Mortgagor is a Land Trust, without the written consent of the

Holder of the Note. This includes sale by contract for deed or installment sale.

5. 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 therof, 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 set forth in the notes securing this trust deed. 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. If Trustee or any note holder purchases insurance on said premises as authorized herein, it will have the right to select the agent. Trustee or the note holder is not required to obtain the lowest cost insurance that might be available.

6. The Trustee or the holders of the notes hereby secured making any payment hereby authorized relating to taxes or assessments, may do loccording 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.

7. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of he holders of the principal notes, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Tius 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 or promises of the Mortgagor; herein contained.

8. 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; tenographers' 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 scarches 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 and valent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre mawaty cate 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 defaulant, by reason of this trust deed or any indebteduess 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 diffense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

9. The proceeds of any foreolosure 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.

10. 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.

11. 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.

12. 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.

- 13. 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.
- 14. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indertedness 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 caform in substance with the description herein contained of the principal notes and which purport to be executed by the porsons 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 describ d a y 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

15. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds in which this instrument shall have been recorded or filed. Any Successor in Trust here inder shall have the identical title, powers and authority as are

herein given Trustee.

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16. 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 well herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whe her or not such persons shall have executed the principal notes or this Trust Deed.

17. Before releasing this trust deed, Trustee or successor trustee shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor trustee shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed.

18. The provisions of the "Trust and Trustees Act" of the state of Illinois shall be applicable to this Trust Deed.

IMPORTANT PROTECTION OF BOTH THE FOR LENDER THE SECURED BY TRUST DEED SHOULD BE IDENTIFIED BY THE CHICAGO TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

THE CHICAGO TRUST COMPANY, IRUSTEE

Assistant Vice President, Assistant Secretary

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