

UNOFFICIAL COPY 98816153

TRUST DEED



98082952

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5091/0053 53 001 Page 1 of 3

1998-09-14 11:41:36

Cook County Recorder

\$5.50

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 26, 1998, between CAROL HANSON 98816153

herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of \$16,000.

Thousand and No/100 — \$16,000.00 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF

DEAKER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from August 26, 1998 on the balance of principal remaining from time to time unpaid at the rate of 7% per cent per annum in instalments (including principal and interest) as follows:

\$ 192.03

Dollars or more on the 1st day

of September 1998, and \$ 192.03 Dollars or more on the 1st day of each year 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 1st day of December, 1998. All such payments on account of the debt so evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each instalment unless paid when due shall bear interest at the rate of 17% per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Lender, 11 Kilday, IL 60610 in said City;

NOW, THEREFORE, the Mortgagor to receive the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this indenture, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and who in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following Real Estate and all of their fixtures, rights, title and interest therein, situated, lying and being in the County of Cook COUNTY OF

AND STATE OF ILLINOIS, to wit:

See Legal

LAKESHORE TITLE AGENCY
1301 E. HIGGINS ROAD
ELK GROVE, IL 60097

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

TOGETHER with all improvements, covenants, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof (for as long and during all such time as Mortgagor may be entitled thereto (which are pledged pursuant and on a parity with said real estate and not severally) and all apparatus, equipment or article 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 windows, floor coverings, shades, curtains, blinds and water fixtures. 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 heretofore placed in the premises by the mortgagor or their successors or assigns shall be considered a continuing part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purpose, and for 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 Mortgagor do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

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

[SEAL] S. Carol Hanson [SEAL]

[SEAL] [SEAL]

STATE OF ILLINOIS, I, S. Carol Hanson, Notary Public
County of Elk Grove In and for the County of _____, in the State of Illinois, DO HEREBY CERTIFY
that S. Carol Hanson, Notary Public, has signed this instrument in my presence and before me this day of August, 1998.

who _____ personally known to me to be the same person _____ whose name _____, resided at the _____
residence _____, appeared before me this day to person and acknowledged that
he _____, signed, sealed and delivered the said instrument at _____, free and
voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26th day of August, 1998.

S. Carol Hanson, Notary Public

Notarial Seal
Form #2 Trust Deed - Standard Mortgagor - Single One Instalment Note with Interest Included in Payment
D. 11/78

RECEIVED
MORTGAGE RECORDS
MORTGAGE RECORDS
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THE COVENANTS, CONDITIONS AND PROVISIONS OF THE TRUST DEED FOR THE USE OF THE TRUST DEED.

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep and preserve in good condition and repair, without waste, and free from Encumbrance's or other third party claims for fees not expressly subcontracted to the lessee hereof; (c) pay when due any indebtedness which may be incurred by a lessor or assigns over the period prior to the lessor hereof; and upon request supply satisfactory evidence of the discharge of such prior lessor (or Trustee) to its satisfaction; (d) promptly within a reasonable time any building or building, now or at any time in process of erection upon said premises; (e) comply with all requirements of law or regulation, ordinance with respect to the premises and the use thereof; (f) make no creation or alienation of said premises except as required by law or regulation ordinance.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, 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 note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, to the number provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or vandalism and sufficient either to pay the cost of replacing or repairing the same or to pay in full the insurance premium by the insurance company of a coverage sufficient either to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be extended 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 note, and in case of insurance claim to pay, shall deliver renewed policies not less than ten days prior to the respective date of expiration.

4. In case of accident thereto, Trustee or the holders of the note, but need not, make any payment or perform any act hereinabove required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of retained or interest on prior indebtedness, if any, and purchase, discharge, compromise or settle any tax or other prior item or title or claim thereto, or interests from any and all sale or forfeiture affecting said premises or cancel any tax or other assessment. All amounts paid for any of the purposes herein mentioned and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Trustee or the holders of the note to protect the mortgaged property and the lessee hereof, pays reasonable compensation to Trustee for each dollar so expended plus ten percent (10%) of the amount expended.

5. If any portion of any sum or partial sum of any indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, shall be in default, the holders of the note may call for payment of any sum or partial sum of any indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, or any time or time thereafter.

6. Mortgagor shall pay such sum of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, or any time or time thereafter. At the option of the holders of the note to do in this Trust Deed to the contrary, becoming due and payable: (a) immediately in the case of default in making payment of any sum or partial sum of the principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

7. When and as dividends hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right in fact do, (a) then hereof, in any suit to foreclose or sue on the note hereof, there shall be shown and included as additional indebtedness in the decree for the principal and expenses which may be paid or incurred by or behalf of Trustee or holders of the note (or attorneys, fees, Trustee's fees, attorney's fees, costs, for documentation and expert evidence, transcription costs) and costs (which may be reimbursed as to costs to be expended after entry of the decree) of protecting all such interests of title, title searches and examinations, title insurance policies, legal, accounting, and similar data and documents with respect to title or Trustee or holders of the note may deem to be reasonably necessary in order to prosecute such suit or to evidence to holders of any title which may be held pursuant to such decree the true condition of the title as at the time of the proceeding. All expenditures and expenses of the nature in this paragraph mentioned shall become in whole or in additional indebtedness in Note, (b) pay and immediately due and payable, with interest thereon at a rate equivalent to the note, matured or set forth in the note hereinabove, or (c) sue and pay interest after accrual of such right to foreclose whether or not personally commenced or (c) commence payment of any sum for the first year, accrued after accrual of such right to foreclose whether or not personally commenced; or (d) personally commence payment of any sum due for the first year, accrued after accrual of such right to foreclose whether or not personally commenced, whichever of last 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 taxes and expenses incident to the foreclosed property, including all such taxes as are mentioned in the preceding paragraph hereof; second, all other items which render the taxes hereinabove stated secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any amounts to Mortgagor, their heirs, legatees, representatives or assignees, of their rights as express.

9. Upon, or at any time after the filing of a bill to foreclose, this note dead, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after, with or without notice, without regard to the solvent or insolvency of the borrower or at the time of appointment for such receiver and without regard to the then value of the premises or whether the same shall then be then owned by a lessor or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to effect the removal, leases and profits of and priorities during the presidency of such receiver as well as during any further times when Mortgagor, except the receiver, leases and profits of and priorities during the presidency of such receiver as well as during any further times when Mortgagor, except the receiver, leases and profits of and priorities during the presidency of such receiver, would be entitled to collect such rents, leases and profits, and all other powers which may be necessary or are necessary of such receiver, would be entitled to collect such rents, leases and profits, and all other powers which may be necessary or are necessary of such receiver for the protection, possession, control, management and operation of the premises during the period of such period. The court from time to time may authorize the receiver to apply the net income or all funds in payment in whole or in part of (a) The indebtedness incurred hereby, or by any decree establishing this note dead, or (b) a deficiency at closing date which may be or become indebtedness incurred hereby, or by any decree establishing this note dead, or (c) a deficiency at closing date which may be or become indebtedness incurred hereby, or by any decree establishing this note dead, or (d) the deficiency in case of a sale and delivery.

10. No action for the enforcement of the Note or any provision hereof shall be subject to any defense which would not be good and available to the party interpreting same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note 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, nor to inquire into the validity of the signatures of the identity, capacity, or authority of the signatories on the note or trust deed, nor shall there be obligated to receive the trust deed or to accept any papers hereto given when expressly obligated by the lessor himself, nor by his agent, for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of his agents or employees of Trustee, and it may require indemnities satisfactory to him before accepting any papers hereunder.

13. Trustee shall hold the legal dead and the lessor hereof by simple instrument, upon presentation of satisfactory evidence that all indebtedness measured by this note dead has been fully paid, and Trustee may institute and have a release hereof, and of the receipt of any person who shall, either before or after maturity thereof, produce and fulfill to Trustee (or note, representative) all indebtedness hereby measured has been paid, which representation Trustee may accept as true without inquiry, where a release is requested as a separate trustee, such nonentity trustee may accept as the genuine note herein described say note which bears an identification number purposed to be placed thereto by a prior trustee hereof or which contains its signature with the description herein contained of the note, and it is purposed to be executed by the persons herein designated as the owner thereof, and where a release is requested of the original trustee and it has never been executed by identification number on the note described herein, it may accept as the genuine note herein described say note which may be presented and which conforms in substance with the description herein contained of the note, and which purports to be executed by the persons herein designated as owner thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Register of Titles in which this instrument shall have been recorded or filed, in case of the resignation, Installs as refusal to act of Trustee, the then Recorder of Deeds of the County in which the premises are situated and to Successor to Trust. Any successor in Trust hereunder shall have the identical title, power and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend so as to bind equally upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein will include all such persons and all persons liable for the payment of the indebtedness as may exist thereto, whether or not such persons shall have executed the note of this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

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 in this trust deed.

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

Identification No. _____
CHICAGO TITLE AND TRUST COMPANY,
RECORDED
BY _____
ADMINISTRATIVE SECRETARY/ADMINISTRATIVE VICE PRESIDENT
FOR RECORDER'S INDEX PURPOSES
MAIL STREET ADDRESS OR ABOVE
DESCRIBED PROPERTY HEREIN

MAIL TO:

Lisa H. Kroll
1000 N. Milwaukee Avd.
Chicago, IL 60622

PLACE IN RECORDER'S OFFICE BOX NUMBER _____

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SCHEDULE

EXHIBIT A

LOT 9 IN HOFFMAN ESTATES XVIII, A RESUBDIVISION OF LOTS 9 AND 10 IN BLOCK 133
TOGETHER WITH PART OF LOT 1 IN BLOCK 130, ALL IN HOFFMAN ESTATES X, A
SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION OF SECTION 14, TOWNSHIP 41
NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

COMMONLY KNOWN AS: 660 AUDUBON COURT, HOFFMAN ESTATES, IL 60194
PIN: 07-14-306-031