

BOX 250

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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

80 99 56

99492499

5218/0063 81 001 Page 1 of 9
1999-05-21 09:42:30
Cook County Recorder 37.00



Property of Cook County Clerk's Office

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.

THIS INDENTURE, made MAY 10 1999, between

LISA C. PILOT

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 FIFTY THOUSAND 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 May 10, 1999 on the balance of principal remaining from time to time unpaid at the rate of 7½ per cent per annum in installments (including principal and interest) as follows: \$463.51 Dollars or more on the 10th day of June 1999 and \$463.51 Dollars or more on the 10th 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 10th day of May 2013. 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. FIVE PERCENT OF THE TOTAL MONTHLY PAYMENT, or

~~3. NO LIQUIDATED DAMAGES FOR LATE PAYMENT,~~

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

The South 1/2 of Lot 20 (except the West 17 feet thereof taken for widening State Street) in Block 9 in Pryor and Hopkins Subdivision of the West 1/2 of the North West 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No. 20-03-112-008

Address - 4125 S. State St., Chicago, IL 60609

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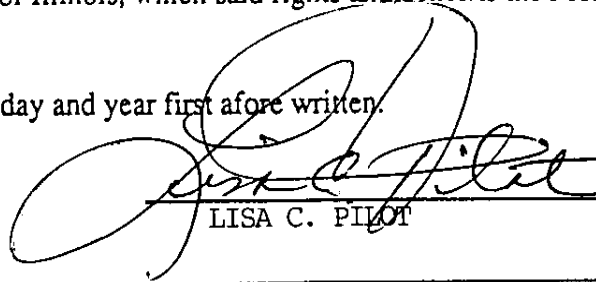
which with the property hereinafter described, is referred to herein as the "premises,"

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 windows, 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 and seal of Mortgagors the day and year first afore written.

_____ [SEAL]



LISA C. PILOT [SEAL]

_____ [SEAL]

COUNTY OF COOK

I, _____ the undersigned,

a Notary Public in and for the residing in said

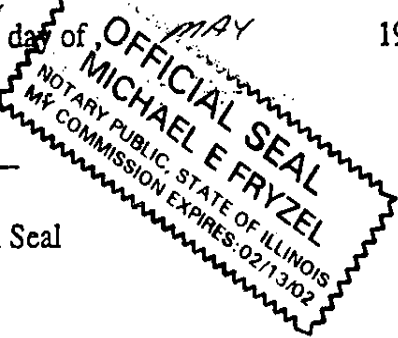
County, in the state aforesaid, DO HEREBY CERTIFY THAT

LISA C. PILOT

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

Given under my hand and Notarial Seal this

10TH day



19 99

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Notary Public

Michael E. Fryzel

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.
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 money 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 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, 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, 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 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 interposing 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.

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 of 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.

Identification No. 80 99 56

THE CHICAGO TRUST COMPANY, TRUSTEE

BY Carmen Rodriguez
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 333~~

THIS INSTRUMENT PREPARED BY AWA
[x] MAIL TO:

FOR INFORMATION ONLY INSERT
STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

NAME IRVING SLUTZKY
STREET 7749 N. MILWAUKEE AVE.
CITY NILES, IL 60714

4125 S. STATE ST.

CHICAGO, IL 60609

RIDER TO TRUST DEED

80 99 56

This Rider is attached to and made a part of that certain Trust Deed dated May 10, 1999, between LISA C. PILOT, as Mortgagor and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, as Trustee for the property commonly known as 4125 S. State St., Chicago, Illinois 60609.

18. Any transfer by sale, gift, devise, operation of law, or otherwise or grant of any leasehold interest of more than three years or containing an option to purchase, of the fee title interest in all or any portion of the Mortgaged Premises shall have the same consequences as an event of default respecting the indebtedness secured hereby, and upon such transfer, the Trustee or the holder of the Note hereby secured, without prior notice or the elapse of any period of grace or the right to cure, shall have the right to declare all sums secured hereby immediately due and payable and, upon failure by the Mortgagor to make such payment within thirty (30) days of written demand therefor, the Trustee or the holder of the Note shall have the right to exercise all remedies provided in the Note, this Trust Deed, or otherwise at law.

19. As further security for payment of the indebtedness and performance of the obligations, covenants, and agreements secured hereby, the Mortgagor hereby assigns to the Trustee and the holder of the Note all leases already in existence and to be created in the future, together with all rents to become due under existing or future leases or tenancies. This assignment, however, shall be operative only in the event of the occurrence of a default hereunder, or under the Note or other instrument collateral hereto, remaining uncured at the expiration of the grace period, if any, provided above in respect to such default; and in any such case the Mortgagor hereby confers on the Trustee and the holder of the Note the exclusive power, to be used or not be used in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Mortgagor, with power to take possession of, and collect all rents arising from the Premises and apply such rents, at the option of the Trustee or the holder of the Note, to the payment of the mortgage debt, taxes, costs of maintenance, repairs, expenses incident to managing, and other expenses, in such order of priority as the Trustee or the holder of the Note in their sole discretion determine, and to turn any balance remaining over to the Mortgagor; but such collection of rents shall not operate as an affirmation of the tenant or lease in the event the Mortgagor's title to the Premises should be acquired by the Trustee or the holder of the Note. Trustee and the holder of the Note shall be liable to account only for rents and profits actually received by the Trustee or the holder of the Note. In exercising any of the powers contained in this section, the Trustee or the holder of the Note may also take possession of, and for these purposes use, any and all personal property contained in the Premises and used by the Mortgagor in the rental or leasing thereof or any part thereof.

20. If the holder of the Note hereby secured has not received the full amount of any monthly payment by the end of five (5) calendar days after the date it is due, a late charge in the amount of five percent (5%) of the overdue payment of principal and interest shall be promptly paid to the holder of the Note. In addition, if any of the sums of money herein referred to are not promptly paid within thirty (30) days after the same severally become due and payable, or if any of the stipulations, agreements, conditions and covenants of the Note hereby secured and this instrument, or either, are not duly performed, complied with, and abided by, the sum mentioned in the Note hereby secured shall become due and payable forthwith or thereafter at the option of the holder of the Note, as fully and completely as if such sum was originally stipulated to be paid on such day, anything in the Note hereby secured or herein to the contrary notwithstanding.

21. Mortgagor shall advise the holder of the Note hereby secured in writing within seven (7) days after the service on Mortgagor of any summons or other process or notice issued in any action, suit, proceeding or matter affecting, or in which any judgment, decree, order or determination may affect or result in any lien or charge upon the mortgaged premises.

22. In addition to the monthly installments of principal and interest, Mortgagor shall pay to the Trustee or the holder of the Note hereby secured monthly payments of an amount equal to one-twelfth (1/12) of the annual insurance premiums and real estate taxes which may at any time be or become a lien upon the Premises, and on demand from time to time shall pay to the Trustee or the holder of the Note hereby secured such additional sums necessary to pay such premiums and taxes. At the option of the Trustee or the holder of the Note hereby secured, the Trustee or the holder of the Note may make such payments available to the Mortgagor for the payment of taxes and insurance, or may make such payments on the Mortgagor's behalf. All amounts so paid shall be deemed to be trust funds, but no interest shall be payable thereon. If pursuant to any provisions of this Trust Deed, the whole amount of said principal debt remaining becomes due and payable, the Trustee or the holder of the Note hereby secured shall have the right at its election to apply any amounts so held against the entire indebtedness secured hereby.

23. Mortgagor shall have the privilege of prepaying all or part of the principal sum secured by this Trust Deed at any time without penalty.

24. This Trust Deed may not be assigned by the Mortgagor.

25. This Trust Deed is a purchase money mortgage, to be recorded simultaneously with a deed executed and delivered this day by Trustee to Mortgagor, covering the real estate herein described, given to secure a portion of the purchase price expressed in said Deed.

26. In addition to the occurrences stated in the Note, Trust Deed and/or other instrument of security to which this Rider is attached, the occurrence of any of the following events shall also constitute a default hereunder: (a) the failure of Mortgagor to pay any of the obligations when due, whether by acceleration or otherwise; (b) the failure of Mortgagor to observe or perform any of the provisions of this Agreement or of any instrument pertaining to any obligation; (c) the making or furnishing by Mortgagor or the lender or the holder of the Note hereby secured of any representation, warranty, financial statement, or other information which shall have been false in any material respect when made or furnished; (d) the sale or other disposition by Mortgagor of any substantial portion of its assets or property, except in the ordinary course of business, or theft, loss, damage, destruction, encumbrance, levy, seizure, or attachment of or on the assets of Mortgagor securing this instrument; (e) the death, insolvency, or cessation of business of Mortgagor or of any surety or guarantor of Mortgagor's obligations; (f) the commencement of any action or proceeding by or against Mortgagor under the Bankruptcy Act or under any other present or future state or federal law for the relief of debtors, or the appointment of a receiver or trustee for Mortgagor or any substantial part of their assets.

27. Upon the occurrence of any event of default, the Lender, Trustee, or the holder of the Note, in addition to its other remedies granted hereunder, is authorized in its discretion to declare any or all of the obligations to be immediately due and payable without demand or

notice to Mortgagor and may exercise any one or more of the rights and remedies granted pursuant to this Agreement or given to a secured party under the Uniform Commercial Code of the State of Illinois, including without limitation the right upon default to take possession and sell, lease, or otherwise dispose of the assets of Mortgagor securing this instrument.

28. A. In the event that any provision in this Trust Deed shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (735 ILCS 15-1101 et seq.)(hereinafter called the "Act") the provisions of the Act shall take precedence over the provisions of this Trust Deed, but shall not invalidate or render unenforceable any other provision of this Trust Deed that can be construed in a manner consistent with the Act.

B. If any provision of this Trust Deed shall grant to Lender, Trustee, and/or the holder of the Note any rights or remedies upon default of the Mortgagor vested in Lender, Trustee, and/or the holder of the Note under the Act in the absence of said provision, Lender, Trustee and/or holder of the Note shall be vested with the rights granted in the Act to the fullest extent permitted by law.

C. Without limiting the generality of the foregoing, all expenses incurred by Lender, Trustee, and/or the holder of the Note to the extent reimbursable under Sections 5/15-1510 and 5/15-1512 of the Act, whether incurred before or after any decree or judgement of foreclosure, and whether enumerated in any paragraphs of this Trust Deed, shall be added to the indebtedness secured by this Trust Deed or by the judgement of foreclosure.

29. The Mortgagor acknowledges that the transaction of which this Trust Deed is a part is a transaction which does not include either agricultural real estate (as defined in Section 5/15-1201 of the Act) or residential real estate (as defined in Section 5/15-1219 of the Act), and to the fullest extent permitted by law, Mortgagor hereby voluntarily and knowingly waives its rights to reinstatement and redemption as allowed under Section 5/15-1601 of the Act, and to the fullest extent permitted by law, the benefits of all present and future valuation, appraisal, homestead, exemption, stay, redemption and moratorium laws under any state or federal law.

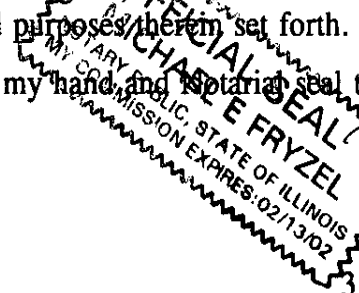
WITNESS the hand and seal of the Mortgagor the day and year first above written.

[Handwritten Signature]
LISA C. PILOT

STATE OF ILLINOIS)
COUNTY OF C O O K) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LISA C. PILOT, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 10th day of May, 19 99.



[Handwritten Signature]
Notary Public