

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made June 30, 1986, between Cosmopolitan National Bank of Chicago as Trustee under Trust Agreement dtd June 6, 1986, & known as Trust Number 27813 & not personally herein referred to as "Grantors", and W. W. Sullivan

of Lombard, Illinois, herein referred to as "Trustee", witnesseth: THAT, WHEREAS W. W. Sullivan has promised to pay to Associates Finance, Inc., herein referred to as "Beneficiary", the legal holder of the Loan Agreement hereinafter described, the principal amount of Twenty Thousand, Five and 17/100 Dollars (\$20,005.17), together with interest as provided in the Loan Agreement.

The Grantors promise to pay the said sum in the said Loan Agreement of even date herewith, made payable to the Beneficiary, and delivered in 180 consecutive monthly installments: 180 at \$ 288.65, followed by 0 at \$ 0.00, followed by 0 at \$ 0.00, with the first installment beginning on August 7, 19 86 and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable to Associates Finance, Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

NOW, THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Grantors to be performed, and also in consideration of the sum of One Dollar and no part thereof, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, his successors and assigns, the following described Real Estate and all of their estate, title and interest therein, to wit, lying and being in the city of Niles, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

The West 56.83 feet of the South 16 feet of lot eighty-three (83) and lot eighty-four (84), (except the South 24 feet thereof, taken as a tract), excepting from said tract the South 20 feet of the North thirty-two (32) feet of the West 18 feet thereof, in Ballard Terrace, being a Subdivision of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 14, Township 4 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof, registered in the Office of the Registrar of Title of Cook County, Illinois, in June 14th, 1956, as Document No. 1676583.

AKA 9049 GRACE, NILES  
09-14-317-032

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Witness the names and seals of Grantors the day and year first above written. The Cosmopolitan National Bank of Chicago, as Trustee as aforesaid & not personally, (SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_ Attest Geraldine M. Wilk Assistant Trust Officer

By Rose M. Trulis Assistant Vice President (SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_ Harriet Denisewicz

STATE OF ILLINOIS, County of Cook ss. I, \_\_\_\_\_ a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Rose M. Trulis, Assistant Vice President and Geraldine M. Wilk, Assistant Trust Officer of The Cosmopolitan National Bank of Chicago who names are personally known to me to be the same person as whose name are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed and delivered the said Instrument in their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of July, A.D. 19 86 Harriet Denisewicz Notary Public

This instrument was prepared by Larry A. Farina 2606A Dempster, Des. Plaines, IL (Address)

NOTE IDENTIFIED

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# UNOFFICIAL COPY

## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

- Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) 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; (3) 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 Beneficiary; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- Grantors 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 Beneficiary duplicate receipts therefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may desire to contest.
- Grantors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm 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 Beneficiary, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, 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 Beneficiary, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinbefore required of Grantors 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 promise 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 promise. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest, as provided at the annual percentage rate stated in the Loan Agreement this Trust Deed secures. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors.
- The Trustee or Beneficiary hereof, in 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 inquiring 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.
- Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantors, all unpaid indebtedness secured by this Trust Deed, notwithstanding anything in the Loan Agreement or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment on the Loan Agreement, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or (c) immediately if all or part of the premises are sold or conveyed by the Grantors without Beneficiary's prior written consent.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary 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 Beneficiary for attorney's fees, Trustee's fees, appraisers' fees, outlay for documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to same 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 Beneficiary 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 the annual percentage rate stated in the Loan Agreement this Trust Deed secures, when paid or incurred by Trustee or Beneficiary 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.
- 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 Loan Agreement, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.
- 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 Grantors 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 Grantors, 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: (1) 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; (2) the deficiency in case of a sale and deficiency.
- The Trustee or Beneficiary has the option to demand that the balance due on the loan secured by this Trust Deed be paid in full on the third anniversary of the loan date of the loan and annually on each subsequent anniversary date. If the option is exercised, Grantors shall be given written notice of the election at least 90 days before payment in full is due. If payment is not made when due, Trustee or Beneficiary has the right to exercise any remedies permitted under this trust deed.
- 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 note hereby secured.
- Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- Trustee has no duty to examine the title, location, existence, or condition of the premises, 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 gross negligence or misconduct, and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.
- Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, either before or after maturity, the Trustee shall have full authority to release this trust deed, the lien thereof, by proper instrument.
- In case of the resignation, inability or refusal to act of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" 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 Loan Agreement or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

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108830

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

NAME

STREET

CITY

INSTRUCTIONS

3528911

OR JUL 7 1 48 PM '86  
RECORDERS OFFICE BOX NUMBER

REGISTRAR OF TITLES

Subscribed by	
Address	528911
Printed	108830
Delivered	3528911
Address	
Delivered	
Address	
Delivered	

ASSOCIATES  
2606A PEMPSTER  
DES PLAINES, IL 60016

1-80-5666  
RECORDERS OFFICE  
60705 Rev. 6-86 (I.B.)

# UNOFFICIAL COPY

(607664 Rev. 6-86 (I.B.))

(Address)

Larry A. Farina, 2606A Dempster Des. Plains, IL

This instrument was prepared by

*[Signature]*  
 Notary Public in and for Cook County, Illinois  
 My Commission Expires July 18, 1986

GIVEN under my hand and Notarial Seal this 14th day of July, 1986.  
 I, *[Signature]*, Notary Public in and for Cook County, Illinois, do hereby certify that the foregoing instrument, appeared before me this day in person and acknowledged that they are the persons named therein and the instrument is theirs in full and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS  
 County of Cook  
 I, *[Signature]*  
 Notary Public in and for Cook County, Illinois, do hereby certify that the foregoing instrument, appeared before me this day in person and acknowledged that they are the persons named therein and the instrument is theirs in full and voluntary act, for the uses and purposes therein set forth.

By *[Signature]*  
 Assistant Vice President  
 of the Cosmopolitan National Bank of Chicago  
 Attest *[Signature]*  
 Assistant Trust Officer  
 of the Cosmopolitan National Bank of Chicago

*[Signature]*  
 Assistant Vice President  
 of the Cosmopolitan National Bank of Chicago

*[Signature]*  
 Assistant Trust Officer  
 of the Cosmopolitan National Bank of Chicago

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 Grantors, their heirs, successors and assigns. WITNESS the hands and seals of Grantors the day and year first above written.

FOR THE EXCULPATORY PROVISION OF THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, SEE RIDER ATTACHED ON THE REVERSE SIDE HEREOF WHICH IS EXPRESSLY INCORPORATED HEREIN & MADE A PART HEREOF.

TOGETHER with improvements and fixtures now attached together with easements, rights, privileges, licenses, leases, rents and profits which, with the property hereinafter described, is referred to herein as the "premises".  
 TO HAVE AND TO HOLD the premises unto the said Trustee, to execute and deliver, convey, 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 and rights and benefits the Grantors do hereby expressly release and waive.

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NOTE IDENTIFIED

of Lombard, Illinois,  
 herein referred to as "Trustee", witnesseth:  
 THAT, WHEREAS the Grantors have promised to pay to Associates Finance, Inc., herein referred to as "Beneficiary", the legal holder of the Loan Agreement hereinafter described, the principal amount of Twenty Thousand, Five and 17/100 Dollars (\$20,005.17) together with interest as provided in the Loan Agreement.  
 The Grantors promise to pay the said sum in the said Loan Agreement of even date herewith, made payable to the Beneficiary, and deliver \$20,005.17 at 288.65 followed by 0.

THIS INSTRUMENT made June 30, 1986, between Cosmopolitan National Bank of Chicago, as Trustee under Trust Agreement dated June 6, 1986, & known as Trust Number 27813 & not personally as Trustee, and W. W. Sullivan, herein referred to as "Grantors", and M. W. Sullivan, herein referred to as "Beneficiary", witnesseth:

## TRUST DEED

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# UNOFFICIAL COPY

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Property of COSMOPOLITAN NATIONAL BANK OF CHICAGO

Deed

This Trust/ is executed by THE COSMOPOLITAN NATIONAL BANK OF CHICAGO not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said THE COSMOPOLITAN NATIONAL BANK OF CHICAGO hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, either individually or as Trustee as aforesaid, personally to pay the said note or any interest that may accrue thereon or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, either individually or as Trustee as aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the mortgagor.

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Property of Cook County Clerk's Office

ASSIGNMENT OF REAL ESTATE MORTGAGE

949092

LEGAL FOLLOWS MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: THAT CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, organized and existing under and by virtue of the laws of the United States of America and authorized to do business in Illinois and having its principal place of business in the City of Chicago, State of Illinois, Party of the First Part, for value received, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto TALMAN HOME MORTGAGE CORPORATION

Party of the Second Part, its successors and assigns, a certain indenture of mortgage dated the 17th day of May, A.D. 1973 made by

Albert F. Kunz and Donna Mary Kunz, his wife, of Chicago, Cook County, Illinois to it, securing the payment of one promissory note therein described for the sum of

Twenty Seven Thousand Five Hundred and no/100 DOLLARS (\$ 27,500.00 )

and all right, title and interest in and to the premises situated the County of Cook and State of Illinois and described in said mortgage as follows; to-wit:

- Lot Thirteen ----- (13)
- Lot Fourteen ----- (14)
- South Half (1/2) of Lot Fifteen ----- (15)

In Scarsdale being a Subdivision of part of the West Half (1/2) of the East Half (1/2) and part of the East Half (1/2) of the West Half (1/2) of Section 32, Town 42 North Range 11 East of the Third Principal Meridian in Cook County, Illinois.

TAX ID #03-32-304043-0000-623 S. Arlington Hts  
Arlington, IL. 60004

Which said mortgage is registered in the office of the Registrar of Cook County, in the State of Illinois, in Book No. 149515 Page 20 as Document No. 2702835 together with the said note therein described, and the money due or to grow due thereon, with the interest:

TO HAVE AND HOLD the same unto the said party of the second part, its successors and assigns, forever; subject only to the provisions contained in the said indenture of mortgage.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in its name by its Vice President and attested by its Real Estate Officer and its corporate seal to be hereunto affixed this

1st day of May, A.D. 1986

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

BY [Signature] ITS Vice President

ATTEST:  
(SEAL)

[Signature] Real Estate Officer

STATE OF ILLINOIS)ss  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the persons whose names are subscribed to the foregoing instrument are personally known to be duly authorized officers of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said association for the uses and purposes therein set forth, and the said Real Estate Officer did also then and there acknowledge that he as custodian of the corporate seal of said association did affix the same to said instrument as his own free and voluntary act and the free and voluntary act of said association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of May, A.D. 1986

This instrument was prepared by:

Name: Shirley A. Senase  
Address: 231 S. LaSalle Street  
Chicago, Illinois 60693

[Signature] NOTARY PUBLIC - My commission expires (SEAL)

MAR 11 1990

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UNOFFICIAL COPY

Property of Cook County Clerk's Office

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IN DUPLICATE

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REGISTRAR OF TITLES  
JUL 7 1 49 PM '86

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Doc#	1177507
Sub#	3528912
Date	7-7-86

CHICAGO TITLE INSURANCE CO.  
C# 924929