

UNOFFICIAL COPY

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THIS INSTRUMENT, made July 2, 1991, between ROBERT OCHS and CORALIA OCHS, his wife, 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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Seventy five thousand dollars and no cents Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER Richard Ochs

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from July 27, 1991 on the balance of principal remaining from time to time unpaid at the rate of _____ percent per annum in instalments (including principal and interest) as follows:

Five hundred seventy six dollars & sixty nine cents or more on the 1st day of September 1991 and Five hundred seventy six dollars & sixty 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 1996. 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 the principal of each instalment unless paid when due shall bear interest at the rate of 8 1/2 percent per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 _____ 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 consideration of the sum of _____ 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 described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT SEVEN (7) IN HANS H. LARSEN'S RESUBDIVISION OF LOTS ONE (1) TO TWENTY-FOUR (24) BOTH INCLUSIVE, IN McGRATH'S SUBDIVISION OF THE SOUTH QUARTER (1/4) OF THE NORTH HALF (1/2) OF THE WEST HALF (1/2) OF THE EAST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 21, TOWN 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 5319 W. Berenice, Chicago, Illinois, 60641
Permanent Index Number: 13-21-114-014

This document prepared by: A. DONALD BAUMGARTNER,
969 S. Elmhurst Rd., Des Plaines, IL 60016

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, mechanical, without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, major beds, awnings, stoves and space 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 in on 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.

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 & seal of Mortgagors the day and year first above written

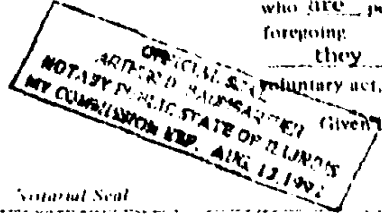
ROBERT OCHS [SEAL] CORALIA OCHS [SEAL]

STATE OF ILLINOIS, I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROBERT OCHS and CORALIA OCHS, his wife,

who are personally known to me to be the same person & whose name & etc. subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26 day of July 1991

[Signature] Notary Public



3997253 NOTE IDENTIFIED

FOR RECORDER'S INDEX PURPOSES
INSURETY ADDRESS OF ABOVE
DESK ROOM PROPERTY IN RE
539 W. Berenice

A. DONALD BAUMGARTNER
200 S. BALDWIN ROAD
LAW OFFICE OF BAUMGARTNER & GOLDSTEIN
DEPT. PLUMB L. 003

MAIL TO:

CHICAGO TITLE AND TRUST COMPANY
Identification No. 76707

IMPORTANT:
FOR THE PROTECTION OF BOTH THE BORROWER AND
TRUSTEES IN THIS INSTRUMENT, THE TRUSTEE
AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST
DEED IS FILED FOR RECORD.

1 Mortgages shall promptly repair, restore or 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 water, and free from mechanical or other items or claims for them 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 portion 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 ordinance 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 Mortgages shall pay any penalty charges against the premises when due, and shall pay special taxes, special assessments, water charges, sewer 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 Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3 Mortgages 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 insured under policies providing for payment by the mortgagee or mortgage company's surety, 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 note, under mortgagee policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, 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 note, 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 hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on said indebtedness, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim in whole or in part from any tax sale or foreclosure and purchase, discharge, compromise or settle any tax lien or other prior lien or claim in whole or in part authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action 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 post maturity rate set forth in the note.

5 The Trustee or the holders of the note hereby secured making any payment hereunder on the part of Mortgages, considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages.

6 The Trustee or the holders of the note, or (b) when default shall occur and continue for three days in the making payment of any other amount of the Mortgage hereunder contained.

7 When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note 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 note for attorneys' fees, Trustee's fees, appraiser's fees, and expenses for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, foreman's certificates, and minor data and minor disburseances with respect to title as Trustee or holders of the note 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 the value of the property. 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 post maturity rate set forth in the note concerning the premature and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, or as a party to the foreclosure of such right to foreclose hereby secured, or (b) preparations for the commencement of any suit for the foreclosure of such right to foreclose hereby secured, or (c) the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8 The proceeds of any foreclosure sale of the premises, after the distribution and payment in full of all costs and expenses incurred to all claimants and expenses incurred to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, except all other items which under the terms hereof constitute a lien on the premises, shall be applied to the satisfaction of the debt, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note, fourth, any overplus to Mortgages, 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 priority of interest of Mortgages at the time of application for such receiver and without regard to the true 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 power to collect the rents, issues and profits of said premises during the pendency of such 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 Mortgages, 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, management and control of the premises during the whole or part thereof. The court from time to time may direct the receiver to apply the net income in payment in whole or in part of (a) the deficiency which may be or become due hereunder, or by any decree foreclosing this trust deed, or any tax, or any assessment or other lien which may be or become due hereunder, or to the lien hereof, or of such decree, provided such application is made prior to such sale, (b) the deficiency in case of a sale and a deficiency.

10 No action for the enforcement of the lien of any provision hereof shall be available to any defense which would not be good and available to the party enforcing 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 the purposes.

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 of the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee 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 indemnification to protect itself from excessive and improper payment upon presentation of a satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof, and at the request of any person who shall submit before or after maturity thereof, produce and exhibit to Trustee the note, representing the all indebtedness hereby secured, has been paid, which representation Trustee may accept as the true and correct one, provided that such representation is placed in the hands of a successor trustee, such successor trustee may accept as the true and correct one the representation contained in the original trust deed and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description with the description herein contained of the note and which purports to be executed by the person herein designated as the maker hereof, and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which purports to be executed by the person herein designated as the maker hereof, and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which purports to be executed by the person herein designated as the maker hereof.

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. In case of the resignation, liability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises herein designated as maker hereof.

15 This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" 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 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 Hereby releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect under any provisions of this trust deed. 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.

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