

# UNOFFICIAL COPY

This Indenture, made this 17th day of December, 1993, WITNESSETH, that, WHEREAS THE GRANTOR, Robert R. Bedell

of the City of Palos Hills in the County of Cook and State of Illinois, justly indebted to the legal holder or holders of the principal promissory note hereinafter described in the principal sum of \$5,000.00 DOLLARS, Five Thousand and NO/100

as evidenced by said note, to-wit: [illegible text]

Note dated December 9, 1993 in the amount of \$6,309.00 with monthly payments of \$105.15 beginning on January 10, 1994.

COOK COUNTY, ILLINOIS  
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DEC 17 AM 8:54  
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bearing even date herewith, made payable to Bearer and by the Grantors duly delivered, which said principal and each and every installment thereof or of interest thereon bear interest after maturity at the rate of 8% per annum, and all of said principal and interest are payable in lawful money of the United States of America, at the office of First State Bank and Trust Company of Palos Hills, Palos Hills, Illinois.

NOW, THEREFORE, the said Grantors, for the better securing of the payment of the said sum of money and interest thereon and the performance of the covenants and agreements herein contained, do by these presents convey and warrant unto First State Bank and Trust Company of Palos Hills, a corporation created and existing under the laws of the State of Illinois and doing business in Cook County, Illinois, as Trustee, and to its successors in trust, the following described real estate, to-wit:

See Legal Description attached hereto as Exhibit A and by this reference made a part hereof.

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Property Address: 9193 North Road, Unit 919A, Palos Hills, Illinois 60465  
PIN: 23-22-200-034-1065

situated in the County of Cook and State of Illinois, together with all and singular the tenements, hereditaments and appurtenances thereto belonging and the rents, issues and profits thereon and the right to retain possession thereof, and all improvements now standing or that may hereafter be erected thereon, and all refrigerators, gas stoves, window shades, screens, heating apparatus and other equipment and fixtures now or hereafter used in said premises or in the operation thereof, without regard to whether such equipment be physically attached to said premises or not to have and to hold, the above described premises with the appurtenances and fixtures unto the said Grantee and to its successors forever for the purposes, uses and trusts herein set forth (and in the event this trust deed shall describe more than one principal note, then for the equal security of all of such notes without preference or priority of any one of said principal notes over any of the others by reason of the priority of maturity or of negotiation) and the Grantors do hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois.

AND the said Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, covenant and agree as follows: To pay promptly principal and interest due and to become due on prior encumbrances, if any; to pay the indebtedness hereby secured and the interest thereon as herein and in said notes provided to pay, before any penalty shall attach thereto, all taxes and assessments, or installments thereof, levied upon said premises; to commit or suffer no waste to said premises; to suffer no liens of mechanics or material men, or other claims to attach to such premises; and to keep all buildings and fixtures which may be upon said premises at any time during the continuance of said indebtedness insured against loss or damage by fire or wind or other risks (commonly known as "extended coverage") to the full insurable value thereof in such insurance company or companies as may be approved by the Trustee or the holder or holders of the principal notes and to deliver all insurance policies to the Trustee or such holder or holders, all such policies to include the usual Mortgage or Trustee clause which shall provide that all sums recoverable upon the same shall be payable to the Trustee, and the Grantors agree that in the event of a loss or damage to the said premises, or any portion thereof, by fire or otherwise, the Trustee shall have the exclusive right to adjust, collect, settle, compromise or litigate any claims against insurance companies and the Trustee's action in this regard shall be conclusive as against the Grantors and all sums thus recovered, if any, shall be held, disbursed and applied as the Trustee may see fit or the holder or holders of the principal notes direct, either in reduction of the unpaid principal indebtedness or to the restoration or repair of the said premises. All such policies and all renewals thereof shall be delivered as aforesaid before the expiration of any then existing insurance and in the event of the failure of the said Grantors to pay said taxes and assessments or any installments thereof, or to pay any such liens of mechanics or material men, or to keep said buildings insured, or to deliver the said insurance policies or any of them as aforesaid, the Trustee or the holder or holders of said principal notes, or any of them, may pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises, or may procure such insurance, or settle any lien of any mechanic or material man, or other claim attached to said property, and all moneys so paid and any other moneys disbursed by the legal holder of said indebtedness to protect the lien hereof, with interest thereon at the highest rate for which it is now in such case lawful to contract, from the date of payment, shall be so much additional indebtedness secured hereby, and it shall not be obligatory upon the holder of said indebtedness to inquire into the validity of any such tax liens or titles, taxes or special assessments or sales therefor, or into the validity of any lien of mechanics or material men, or of other claims attaching to said property, in advancing moneys in that behalf as above authorized.

In the event of a breach of any one of the aforesaid covenants or agreements, or in case of default in the payment of any note secured hereby, or any installment of interest thereon, or principal thereof, according to the terms thereof, the whole of said principal indebtedness, together with the accrued interest thereon, shall, at the election of the legal holder or holders thereof (which election may be made at any time after such default without notice), become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, in like manner as if all of said indebtedness had then matured by lapse of time.

It is further agreed by the Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, that in case a right of foreclosure or other right of action shall arise hereunder in any of the manners above specified, the legal holder or holders of said principal notes or of any part thereof, or the said Trustee for the benefit of such holder or holders, shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as may be necessary; that all expenses and disbursements, paid or incurred in behalf of the plaintiff in connection with the foreclosure

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## EXHIBIT A

### Legal Description

#### PARCEL I:

Unit Number 9193-A in Woods Edge Condominium as delineated on survey of certain parts of Lot A (except that part falling in Keano Avenue) in McGrath and Ahern Subdivision of part of the North Half of Section 22, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, (hereinafter referred to as Parcel) which survey is attached as Exhibits B and C to Declaration made by Aetna State Bank, a corporation of Illinois, as Trustee under Trust Agreement dated May 6, 1976 and known as Trust Number 102109 recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 23 667 055 as amended from time to time; together with a percentage of the common elements appurtenant to said Unit as set forth in said Declaration, as amended from time to time, in Cook County, Illinois.

ALSO

#### PARCEL II:

Easements appurtenant to and for the benefit of Parcel I, as set forth in the Declaration of Easements made by Aetna State Bank, as Trustee under Trust Agreement dated May 6, 1976 and known as Trust Number 102109 and recorded October 8, 1976 as Document Number 23667054 and created by the mortgage from Dennis H. Larson to Chesterfield Savings and Loan Association of Chicago, dated March 1, 1977 and recorded April 7, 1977 as Document Number 23880144 and as created by Deed from Aetna State Bank, as Trustee under Trust Agreement dated May 6, 1976 and known as Trust Number 102109 to Dennis H. Larson dated November 15, 1976 and recorded April 7, 1977 as Document Number 23880143 for ingress and egress, in Cook County, Illinois.

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