CAUTION Consult a lawyer before	enthly Payments including interest and restrict the select of this form. Neither the publisher not the select of this form.	COPT
THIS INDENTURE, made	to, including any warranty of manchantability or fitness for a particular purpose December 20 19 94	
between STEVEN F PU	RCHASE AND	
	URCHASE, HIS WIFE	
	, BELLWOOD, IL 60104-2175	
· ·	Managed Property Charles Parely	04079609
herein referred to as "Mortg		0.101.000
An Illinois Bank	cing Corporation	
411 Madison Stre	et Maywood Illinois.	
berein referred to as "Truste	e." witnesseth: That Whereas Mortgagors are justly indebted incipal promissory note, termed "Installment Note," of even	
date herewith, executed by Bank and delivered, in and to	y Mortgagors, made payable to Maywood-Proviso State by which note Mortgagors promise to pay the principal sum of	The Above Space For Recorder's Use Only
Six Thousand and Dollars, and interest from	December 20, 1994 on the balance of	principal remaining from time to time unpaid at the rate of
One Hundred N	nnum, such principal sum and interest to be payable in in	Dollars on the 20th day of
January	19 75, and One Hundred Ninety Three and	ment of principal and interest, if not sconer paid, shall be due on
first to accrued and unpaid principal, to the extent not payments being made payable note may, from time to time sum remaining unpaid there default shall occur in the pa- and continue for three days	interest on the unpaid principal belance and the remainder to paid where due, to bear interest after the date for payment the le at 41% Nadiscon Street, Maywood, Illirous, in writing point, which note further provides that all the elevant together with accrued interest thereon, shall become at origination, when due, if any installment of principal or interest in the performance of any other agreement contained in this Tr	recount of the indebtedness evidenced by said note to be applied or principal; the portion of each of said installments constituting resol, at the rate of 12.000 percent per annum, and all such of 8.0153 or at such other place as the legal holder of the ection of the legal holder thereof and without notice, the principal need ue and payable, at the place of payment aforesaid, in case accordance with the terms thereof or in case default shall occur just Deed (in which event election may be made at any time after presentment for payment, notice of dishonor, protest and notice
NOW THEREFORE, to the above mentioned note performed, and also in cons CONVEY AND WARRAN	and of this Trust Deed, and the performance of the covenal sideration of the sum of One Deller in hand paid, the receipt	sterest in accordance with the terms, provisions and limitations of ints and agreements herein contained, by the Mortgagors to be whereof is hereby acknowledged, Mortgagors by these presents amy described Real Fistate and all of their estate, right, title and COUNTY OF COOK
AND STATE OF ILLINOIS THE WEST 40.33 FE TN O'CONNOR'S ADD	s, to wit: ET OF THE EAST 80.66 P.T.T OF LOT 4 IN DITTON TO BELLWOOD. A SUELF/ISION IN T	HE BLOCK 6
NORTHEAST 1/4 OF NORTH, RANGE 12,	THE NORTHEAST 1/4 OF SECT ON 16, TOWN EAST OF THE THIRD PRINCIPL MERIDIAN,	IN COOK
COUNTY, ILLINOIS.	` ()	
which, with the property here	emafter described, is referred to herein as the 'prem'ses'	. DEPT-01 RECORDING
Permanent Real Estate Inde	Number(s): 15-16-110-022-0000	- 100k COUNTY RECORDER
Address(es) of Real Estate:	3606 WILCOX, BELLWOOD IL 60104-2175	<u>X,</u>
during all such times as Mon not secondarily), and all for refrigeration and air condition shedes, awnings, storm doors of the mortgaged premises to equipment or articles hereaft TO HAVE AND TO Ho herein set forth, free from	rigagors may be entitled thereto (which rents, issues and profit tures, apparatus, equipment or articles now or hereafter the ming (whether single units or centrally controlled), and ventilati- is and wiredows, floor coverings, inador beds, stores and water he whether physically attached thereto or not, and it is agreed that or placed in the premises by Mortgagors or their successors or a OLD the premises unto the said Trustee, its or his successors and	congine and all rents, issues and profits thereof for so long and a red edged primarily and on a parily with said real estate and rein or therion used to supply heat, gas, water, light, power, ion, including (without restricting the foregoing), screens, window caters. All of the foregoing are declared and agreed to be a part at all buildings and additions and all similar or other apparatus, usaigns shall be part of the mortgaged premises. It is proved to be a part of the purposes, and upon the uses and trusts Exemption Laws of the State of Illinois, which said rights and
The name of a record owner	is STEVEN F PURCHASE AND TWYMENI L PU	RCHASE, HIS WIFT.
l Incorporated herein by refe Mertgagors, their heirs, succ	rence and hereby are made a part hereof the same as tho essors and assigns.	appearing on page 2 (the rev reside of this Trust Deed) are ugh there were here set out in all and shall be binding on
Witness the hands and se	rals of Mortgagors the day and year first above written.	(Seal)
- *	CITATION OF THE CARDON	(Seal)
PLEASE PRINT OR	STEVEN F PURCHASE	04079609
TYPE NAME(S) BELOW SIGNATURE(S)	Wyme, w.M. Tuchase (see	(Scal)
Shahar Unc(s)	TWYMENT L PURCHASE	
State of Illinois County of	Cooks.	I, the undersigned, a Notary Public in and for said County in the
State of Illinois, County of	State of aforesaid, DO HEREBY CERTIFY that STEVEN	-
IMPRESS	TWYMENI L PURCHASE, HIS WIFE	
ecatheria:		whose name <u>S are</u> subscribed to the foregoing
		nowledged that <u>they</u> signed, sealed and delivered the said act, for the uses and purposes therein set forth, including the
My Commission Ex	proteste and whiter of the right of homestead.	act. to the use and purpose thereta set form introduction
Given under my hand and	official seal, this 20th day of Decem	per 1994 .
Commission expires		ein maiswelli
This instrument was prepar		dison Street, Maywood, IL 60153 Phois
✓ Mail this instrument to N	aywood-Proviso State Bank	UDOPESSI
4	11 Madison Street, Maywood, IL 60153	STATE ZZP COOR
" White to see our	CE BOX NO. 3	STATE) (22° COOE)
OR RECORDER'S OFFI	DOM NO.	~22VL(0
		S MAN

UNOFFICIAL COPY

Physical Control of the

Property of Cook County Clerk's Office

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly fepair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damages or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the Unites States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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; (5) complete within a reasonable time any building or buildings now or at any time in process or erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 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 note the original or 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 may 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 and 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 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 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 then ten days prior to the respective dates of expiration.
- 4. In case of default therein. Trustee or the holders of the note may, but need not, make any payment or perform any act bereinbefore 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 tien or other prior tien or title or claim thereof, or redeem from any tax sale of forfeiture affecting said premises or contest any tad or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewish, including reasonable autometrys. Itees, and any other moneys advanced by Trustee or the holders of the note 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 psyable without notice and with interest thereon at the rate of nine percent per annum, of Mortgagors.
- 5. The Trustee or the holders (the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procur a from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeitur, fax lien or title or claim thereof.
- 6. Mortgagors shall pay each ite a of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and various note to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the priformance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to becode the lim hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclosure the lim hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incire d'g or on behalf of Trustee or holders of the note for attorneys' fees. Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stemographies, 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 to be searches and examinations, guarantee policies. Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the lote way deem to be reasonable 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 or the value of the premises. In addition, all expenditures and expenses of the rate of nine percent per annum, when paid or incurred by Trust, e or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankrupicy 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 accuract of such right to foreclosure whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceedings which might affect the premises or the security hereof, whether or not 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 costs and expenses incident to the foreclosure proceedings, including all such items as an entitioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overplus to Mortgagors, their lieux, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclosure this Trust Dend the Court in which such complaint 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 Mortgagors at the time of application for such receiver and without regard to the then value of the premises of 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 foreclosure suit and, in case of a sale and a deficiency, during the hill cauturory period for redemption, whether there be redemption or note, as well as during any further times when Mortgagors, except for the intervention of such ricener, 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 remises during the whole of said betried. The Court from time to time may authorize the receiver of my by the not 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 time sale; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed 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.
- 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 shall Trustee be obtiqued 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 he curvet, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to hir, before exercising any power herein green.
- 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence thin 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 the shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the release is requested of the original trustee and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports 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. In case of the death, resignation, inability or refusal to act of Trustee.

 shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- 15. This Trust Deed and all provisions hereof, shall extend to and 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 at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

		04079609			
The Installment Note mentioned in the within	ā	Trust	Oced	has	beer
identified herewith under Identification No.		-			

Trustee

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

UNOFFICIAL COPY

Property of Cook County Clerk's Office

04079624