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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



**Report Mortgage Fraud**  
**844-768-1713**



Doc# 1807215288 Fee \$60.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/13/2018 01:33 PM PG: 1 OF 12

The property identified as: **PIN: 27-14-410-036-0000**

**Address:**

**Street:** 15525 Canterbury Lane

**Street line 2:**

**City:** Orland Park

**State:** IL

**ZIP Code:** 60462

**Lender:** Chicago Title Land Trust Company, an Illinois corporation

**Borrower:** Thomas J. Eck and Lynn L. Eck

**Loan / Mortgage Amount:** \$125,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**Certificate number:** C0BBADD9-D8D2-486B-83CE-4313344A5672

**Execution date:** 2/28/2018

17562573-TPK 3073

Handwritten initials or signature.

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## TRUST DEED

Trust Deed 7 Individual  
Mortgagor One Installment Note  
Interest Included in Payment  
USE WITH NOTE 7  
Form 807 R 8/2015

829760

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 **as of February 28, 2018**, between **THOMAS J. ECK AND LYNN L. ECK, husband and wife**

herein referred to as "Mortgagor(s)" and CHICAGO TITLE LAND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnessed:

THAT, WHEREAS the Mortgagor(s) 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 **ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100THS (\$125,000.00)** DOLLARS, evidenced by one certain Installment Note of the Mortgagor(s) of even date herewith, made payable to THE ORDER OF BEARER or

And delivered, in and by which said Note the Mortgagor(s) promise to pay the said principal sum and interest from **February 28, 2018** on the balance of principal remaining from time to time unpaid at the rate of **2.66** percent per annum in installment (including principal and interest) as follows: **One Thousand Three Hundred Two and 75/100ths** Dollars or more on the **28th** day of **March, 2018**, and **1,302.75** Dollars or more on the **28th** 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 **28th** day of **February, 2027**

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. 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 **Orland Park**, Illinois, as holders of the note(s) may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of **Michael T. Huguelet, P.C., 10749 Winterset Drive, Orland Park, IL 60467** in said city,

NOW, THEREFORE, the Mortgagor(s) 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 Mortgagor(s) 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:

**LOT 577 IN PHASE C ORLAND GOLF VIEW UNIT 7, A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

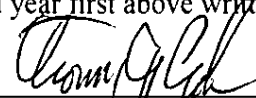
which with the property hereinafter described, is referred to herein as the "premises,"

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 Mortgagor(s) 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, 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 mortgagor(s) or their successors or assigns shall be considered as constituting part of the real estate.

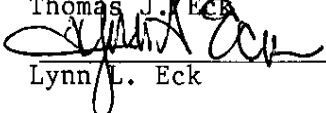
TO HAVE AND TO HOLD the premises unto the said Trustee its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor(s) do hereby expressly release and waive.

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

\_\_\_\_\_ [SEAL]

  
\_\_\_\_\_  
Thomas J. Eck [SEAL]

\_\_\_\_\_ [SEAL]

  
\_\_\_\_\_  
Lynn L. Eck [SEAL]

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STATE OF ILLINOIS

SS

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

**THOMAS J. ECK and LYNN L. ECK**

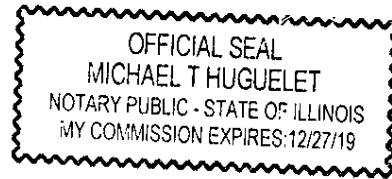
who personally known to me to be the same person (s) whose name (s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **they** signed, sealed and delivered the said Instrument as **their** free and voluntary act, for the uses and purposes therein set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

Given under my hand and Notarial Seal this 6<sup>th</sup> day of, **March, 2018**

  
\_\_\_\_\_

Notary Public

Notarial Seal



THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

1. Mortgagor(s) 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(s), (d) complete within a reasonable time, (i) any building or buildings now under construction, (ii) or any building or buildings to be constructed upon said premises; (e) comply with all requirements of laws 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. Mortgagor(s) 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 the Trustee or to the holders of the note(s) duplicate receipts therefore. 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. Mortgagor(s) 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 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(s), under insurance policies payable, in case of loss or damage, to the Trustee for the benefit of the holders of the note(s), 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 the holders of the note(s), and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

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4. In case of default therein, the Trustee or the holders of the note(s), or any of them, may, but need not, make any payment or perform any act herein before required of Mortgagor(s) 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 the Trustee or the holders of the note, or of any of them, to protect the mortgaged premises and the lien hereof, plus reasonable compensation to the 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 note(s) secured by this trust deed, if any, otherwise the highest pre maturity rate set forth therein. Inaction of the Trustee or the holders of the note(s) shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagor(s).

5. The Trustee or the holders of the note 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 inquiry 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. Mortgagor(s) 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 installment note(s), and without notice to Mortgagor(s), all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the installment note(s) or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making any payment on the installment note(s), 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 Mortgagor(s) herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note(s), or the 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 the Trustee or holders of the note(s), 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 to 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 note(s) 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 note(s) 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 note(s) with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal note(s); fourth, any over plus to Mortgagor(s), 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 Mortgagor(s) 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 Mortgagor(s), 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 note(s) hereby secured.

11. Trustee or the holders of the note(s), 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(s) 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 note(s), 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 note(s) herein described any note(s) 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 note(s) 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 note(s) described herein, it may accept as the genuine principal note(s) herein described any note(s) which may

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be presented and which conform in substance with the description herein contained of the principal note(s) 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 in which this instrument shall have been recorded. 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 Mortgagor(s) and the word "Mortgagor(s)" 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 note(s) or this Trust Deed.

16. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

17. 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 or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed.

18. Anything to the contrary notwithstanding, the Additional Covenants, Conditions\* 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(S) SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE LAND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.**

Identification No. 829760

CHICAGO TITLE LAND TRUST COMPANY

BY Kristine Laakson **Kristine Laakson**  
Assistant Vice President, Assistant Secretary

\*and Provisions set forth on attached Exhibit "A" are incorporated herein by this reference.

Trust Deed 7. Individual Mortgagor One Installment Note Interest Included in Payment. Use with Note 7. Form 807 R 8/15

[ ] RECORDER'S OFFICE BOX NUMBER 333

[  ] MAIL TO:  
**MICHAEL T. HUGUELET, P.C.**  
**10749 WINTERSET DRIVE**  
**ORLAND PARK, IL 60467**

FOR INFORMATION ONLY INSERT  
STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
**15525 S. Canterbury Lane**  
**Orland Park, IL 60462**

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## EXHIBIT "A"

### Additional Covenants, Conditions and Provisions

Anything to the contrary notwithstanding, the following additional Covenants, Conditions and Provisions are made a part of that certain Trust Deed dated as of February 28, 2018 (the "Trust Deed") by and between Thomas J. Eck and Lynn L. Eck, husband and wife (collectively the "Mortgagor") and Chicago Title Land Trust Company, an Illinois corporation ("Trustee").

*19. Taxes, Liens, and Other Sums Due.* Mortgagor shall pay, satisfy, and discharge: (a) all general and special taxes on the premises affecting the premises, at least ten (10) days before delinquency; (b) all special assessments for public improvements on the premises, when due; and, (c) on demand of Trustee or the holders of the note, but in no event later than the date such amounts become due: (1) all encumbrances, charges, and liens (including without limitation, income tax liens or liens of a similar character, to be impressed or levied by the United States Government, or the State, municipality, or county, where the premises is located or an agency of any of them), with interest, on such premises, or any part thereof, which are, or appear to Trustee or the holders of the note to be, prior to or superior hereto; (2) all costs, fees, and expenses of this Trust Deed whether or not described herein; (3) fees or charges for any statement regarding the obligation secured hereby in any amount demanded by Trustee or the holders of the note not to exceed the maximum amount allowed by law therefor at the time when such request is made; (4) Trustee's fees, charges, and expenses for any other statement, information, or services furnished by Trustee in connection with the obligations secured hereby (said services may include, but shall not be limited to, the processing by Trustee of assumptions, substitutions, modifications, extensions, renewals, subordinations, rescissions, changes of owners, recordation of map, plat, or record of survey, grants of easements, and full and partial re-conveyances, and the obtaining by Trustee or the holders of the note of any policies of insurance pursuant to any of the provisions contained in this Trust Deed); and, (5) any sums advanced or paid by Trustee or the holders of the note under any clause or provision of this Trust Deed.

Should Mortgagor fail to make any such payment, Trustee or the holders of the note, without contesting the validity or amount, may elect to make or advance such payment together with any costs, expenses, fees, or charges relating thereto, including employing counsel and paying his reasonable fees. Any such sum, until so repaid, shall be secured hereby and bear interest from the date it was advanced or paid at the rate of one percent (1%) per month and shall be secured by this Trust Deed.

*20. Funds for Escrow Items.* Mortgagor shall pay to Trustee or the holders of the note on the day periodic payments are due under the note, until the note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Trust Deed as a lien or encumbrance on the premises; (b) leasehold payments or ground rents on the Premises, if any; and, (c) premiums for any and all insurance required by Trustee or the holders of the note under paragraph 3 of this Trust Deed. These items are called "Escrow Items." At any time during the term of the Loan, Trustee



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or the holders of the note may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Mortgagor, and such dues, fees and assessments shall be an Escrow Item. Mortgagor shall promptly furnish to Trustee or the holders of the note all notices of amounts to be paid under this Section. Mortgagor shall pay Trustee or the holders of the note the Funds for Escrow Items unless Trustee or the holders of the note waives Mortgagor's obligation to pay the Funds for any or all Escrow Items. Trustee or the holders of the note may waive Mortgagor's obligation to pay to Trustee or the holders of the note the Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Mortgagor shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of the Funds has been waived by Trustee or the holders of the note and, if Trustee or the holders of the note requires, shall furnish to Trustee or the holders of the note receipts evidencing such payment within such time period as Trustee or the holders of the note may require. Mortgagor's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Trust Deed. If Mortgagor is obligated to pay Escrow Items directly, pursuant to a waiver, and Mortgagor fails to pay the amount due for an Escrow Item, Trustee or the holders of the note may exercise its rights under paragraph 22 of this Trust Deed and pay such amount and Mortgagor shall then be obligated under paragraph 22 of this Trust Deed to repay to Trustee or the holders of the note any such amount. Trustee or the holders of the note may revoke the waiver as to any or all Escrow Items at any time by a written notice given to Mortgagor and, upon such revocation, Mortgagor shall pay to Trustee or the holders of the note all Funds, and in such amounts, that are then required under this paragraph 20.

Unless an agreement is made in writing, Trustee or the holders of the note shall not be required to pay Mortgagor any interest or earnings on the Funds. Mortgagor and Trustee or the holders of the note can agree in writing, however, that interest shall be paid on the Funds. Trustee or the holders of the note shall give to Mortgagor, without charge, an annual accounting of the Funds if requested by Mortgagor.

If there is a surplus of Funds held in escrow, Trustee or the holders of the note shall account to Mortgagor for the excess funds to Mortgagor. If there is a shortage of Funds held in escrow, Trustee or the holders of the note shall notify Mortgagor, and Mortgagor shall pay to Trustee or the holders of the note the amount necessary to make up the shortage, but in no more than twelve (12) monthly payments. If there is a deficiency of Funds held in escrow, Trustee or the holders of the note shall notify Mortgagor, and Mortgagor shall pay to Trustee or the holders of the note the amount necessary to make up the deficiency, but in no more than twelve (12) monthly payments.

Upon payment in full of all sums secured by this Trust Deed, Trustee or the holders of the note shall promptly refund to Mortgagor any Funds held by Trustee or the holders of the note.

*21. Claims, Demands and Actions.* Mortgagor shall (a) defend any action or proceeding purporting to affect the premises or the condition and integrity of any improvements constructed thereon or purporting to affect the security hereof (whether or not it actually affects the security hereof), or purporting to affect the rights or powers of Trustee or the holders of the note, and (b) file and prosecute all necessary claims and actions to prevent or

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recover for any damage to or destruction of the premises, and enforce against others each and every obligation to be performed by them under any easement pertaining to the premises.

Trustee or the holders of the note are hereby authorized, without obligation so to do, to commence, appear in, or defend any action or proceeding, whether or not brought by or against Mortgagor, and with or without action or suit, to exercise or enforce any other right, remedy, or power available or conferred hereunder, whether or not judgment be entered in any action or proceeding. Trustee or the holders of the note may appear or intervene in any action or proceeding, and retain counsel therein, and take such action therein, as may be advised, and may settle, compromise, or pay the same or any other claims and, in that behalf and for any of said purposes, may expend and advance such sums of money as either may deem necessary. If any action or proceeding be commenced (including an action in connection with the sale of the premises or to collect the debt secured hereby) to which action or proceeding the Trustee or the holders of the note is made a party, or which it becomes necessary to defend or uphold the lien of this Trust Deed, all sums paid or incurred by the Trustee or the holders of the note (including reasonable counsel fees and all applicable statutory costs, allowances, and disbursements), shall be paid by Mortgagor on demand, together with interest thereon at the rate of one percent (1%) per month, and any such sum and the interest thereon shall be a lien on the premises prior to any right, or title to, interest in, or claim upon the premises attaching or accruing subsequent to the lien of this Trust Deed, and shall be deemed to be secured by this Trust Deed. Upon any default of Mortgagor in complying with or performing any warranty or covenant herein, the Trustee or the holders of the note, at its option, may comply with or perform the same, and the cost thereof, together with interest thereon at the rate of one percent (1%) per month, shall be secured by this Trust Deed and shall be paid by the Mortgagor to the Trustee or the holders of the note. If Trustee or the holders of the note employs an attorney to collect any or all of the unpaid indebtedness hereof or to enforce any other provision hereof or in connection with the sale of the premises, Trustee or the holders of the note, in addition to all other costs and fees allowed according to law, shall be reimbursed by Mortgagor immediately for all reasonable costs and attorneys' fees incurred by the Trustee and the holders of the note and the same shall be secured by this Trust Deed.

*22. Protection of Trustee or the holders of the note's Interest in the Property and Rights Under this Trust Deed.* If (a) Mortgagor fails to perform the covenants and agreements contained in this Trust Deed, (b) there is a legal proceeding that might significantly affect Trustee or the holders of the note's interest in the Property and/or rights under this Trust Deed (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Trust Deed or to enforce laws or regulations), or (c) Mortgagor has abandoned the Property, then Trustee or the holders of the note may do and pay for whatever is reasonable or appropriate to protect Trustee or the holders of the note's interest in the Property and rights under this Trust Deed, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Trustee or the holders of the note's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Trust Deed; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Trust Deed, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is

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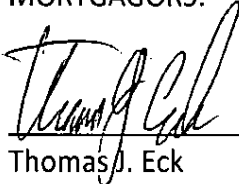
not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Trustee or the holders of the note may take action under this paragraph 22, Trustee or the holders of the note does not have to do so and is not under any duty or obligation to do so. It is agreed that Trustee or the holders of the note incurs no liability for not taking any or all actions authorized under this paragraph 22.

23. *Events of Default.* It shall be an Event of Default if Mortgagor or any subsequent owner of the premises: (a) fails to make any payment of interest or principal on its due date and such failure to make such payment continues for fifteen (15) days; or (b) takes any action prohibited by this Trust Deed; or (c) fails to perform any obligation secured or required by this Trust Deed; or (d) files a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief; or (e) shall seek or consent to the appointment of any trustee, receiver, or liquidator of all or any part of the premises, or of any or all of the revenues, rents, issues, or profits thereof or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or (f) has entered against it an order, judgment, or decree approving a petition filed against it seeking any reorganization, dissolution, or similar relief under any statute, law, or regulation relating to relief for debtors, which shall remain in effect for sixty (60) days; or (g) has entered against it a writ of execution or attachment or any similar process against all or any part of or interest in the premises, or any judgment involving monetary damages shall be entered against it which shall become a lien on the premises or any portion thereof or interest therein which remains in effect for sixty (60) days after its entry or levy.

24. *Conflict of Terms.* In the event of any conflict between any of the terms of this Exhibit "A" and the Trust Deed, it is hereby agreed that the terms set forth in this Exhibit "A" shall supercede and control.

Executed as of the 28<sup>th</sup> day of February, 2018.

MORTGAGORS:

  
\_\_\_\_\_  
Thomas J. Eck

  
\_\_\_\_\_  
Lynn L. Eck

T.E.  
LE

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

The undersigned, a Notary Public, hereby certifies that, Thomas J. Eck and Lynn L. Eck, personally known to me to be the same persons whose names are signed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed the instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 6<sup>th</sup> day of March, 2018.

  
\_\_\_\_\_  
Notary Public

My commission expires:  
M:\Documents\FORMS\Trust Deed Exhibit.doc



Property of Cook County Clerk's Office

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