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This Indenture, Made June 24, 1971, between
EDWIN T. ENRIGHT and RUTH M. ENRIGHT, his wife
herein referred to as "Mortgagors," and
Beverly Bank
an Illinois banking corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or 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
TWENTY THOUSAND AND NO/100 (\$20,000,00)  DOLLARS, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to
BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and
on the balance of principal remaining from time to time unpaid at
the r e f Seven (7) per cent per annum in instalments as follows: ONE HUNDRED FIFTY-FIVE AND
06/00 (\$155.06) Dollars c th 30th day of August 19 71 and ONE HUNDRED FIFTY-FIVE AND 06/100 (\$155.06) — Dollars on the 30th day of each and every month
the easter until said note is fully paid except that the final payment of principal and
interest, if not sooner paid, shall be due on the30th day ofJuly19 91. All such payments on account of the inless 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 hear interest at the maximum rate permitted by law, and all of said principal and interest being made now be at such banking house or trust company in
Chicago. Illinois, as the holler of the note may, from time to time, in writing appoint, and in
absence of such appointment, then at the office of Beverly Bank in said City,
This Trust Deed and the note secured he eby are not assumable and become immediately due and payable in full upon vesting of title in other than the grante (s) of the Trust Deed.
NOW, THEREFORE, the Mortgagors to se ure the payment of the said principal sum of money and said interest in accordance with the terms, provisi as and limitations of this trust deed, and the performance of the covenants and agreements herein contured, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in 'an' paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARLA'. The antity of the Trustee, its successors and assigns, the following described Real Estate and all of their truste, right, title and interest therein, situ-
ate, lying and being in the Town of Midlothian , County of Cook And State of Illinois, to wit:
Lot 19 and the East ten (10) feet of Lot twenty (20) 1 Wanalane Subdivision, being a Subdivision of parts of Block 17, 20 and 44, in Arthur T. McIntosh's Addition to Midlothian Farms, bet 3 a
Subdivision of the Southwest Quarter of the South East quarter and the East half of said SouthEast quarter of Section 9, the West one-half) of the Southwest quarter and the West Thirty-three Eight e-ths (33/80) of the East half of said Southwest quarter of Section 10, all in Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
Pools
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, including (without restricting the foregoing), screens, window shades, storm
두하다 동생이 되어 점점점점 더 공업 이 모습은 것이다. 이 회장 경우는 그 마음에 되었다. 사람들은 사람들 없다.

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doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the fore-going 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 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 Mortgagors do hereby expressly release and waive.

## IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Mortgagors 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 holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said to the respective of the premise of the use thereof; (6) make no material alterations in said premises except as required by law or manifolding or an argument of the use thereof; (6) make no material alterations in said premises except as required by law or manifolding or manifolding
- 2. Not agors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special as essments, water charges, sewer service charges, and other charges against the premises when die, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts theref. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by static, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagon shall keep all buildings and improvements now or hereafter situated on said premises insured against loss—damage by fire, lightning or windstorm under policies providing for payment by the insurance ompa use of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in all the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under have policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, so he rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall of aver all policies, including additional and renewal policies, to holders of the note, and in case of insulance out to expire, shall deliver renewal policies not less than ten days prior to the respective dates of privation.
- 4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or portial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, non romise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tare also 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 at or e., steeps, and any other moneys advanced by Trustee or the holders of the note to protect the mortgagor premises and the lien hereof, plus reasonable compensation to Trustee for each matter content of which action herein authorized may be taken, shall be so much additional indebtedness secured he elvend shall become immediately due and payable without notice and with interest thereon at the manner are permitted by law. Inaction of Trustee or holders of the note shall never be considered as a wait or f any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 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, structure into the appropriate public office without inquiry into the accuracy of such bill, at tement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors 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 act, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, not that a sing anything in the note or in this Trust Deed to the contrary, become due and payable (a) im actic tely in the case of default in making payment of any instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement, if the Mortgagors herein contained Mortgagors herein contained
- 7. When the indebtedness hereby secured shall become due whether by acceleration or carrevise, 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, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items pert 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 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 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 maximum rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with (a) any proceedings, 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 com-

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mencement 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.

- 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 note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, 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 Mortgagors 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 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 satutory period of redemption, whether there be redemption or not, as well as during any further ines when Mortgagors, except for the intervention of such receiver, would be entitled to collect such resists issues and profits, and all other powers which may be necessary or are usual in such cases for ne rotection, 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 process of the provided such application is made prior to foreclosure sale; (2) the deficiency in asset of a sale and deficiency.
- 10. No acroe for the enforcement of the lien or of any provision hereof shall be subject to any defense which word not be good and available to the party interposing same in an action at law upon the note having secured.
- 11. Trustee or '1e' 'c'es of the note shall have the right to inspect the premises at all reasonable times and access me eto shall be permitted for that purpose.
- 12. Trustee has no duty to e amine the title, location, existence, or condition of the premises, nor shall Trustee he obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms ne eot nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or n iscandate or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it lefo e exercising any power herein given.
- 13. Trustee shall release this trust as a and the lien thereof by proper instrument upon presentation of satisfactory evidence that all in ebtedones secured by this trust deed has been fully paid; and Trustee may execute and deliver a release here of to and at the request of any person who shall, either before or after maturity thereof, p oduce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which a presentation 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 herein described any note which bears a criticate of identification purporting to be executed by a prior trustee hereunder or which conforms a publicate with the description herein contained of the note and which purports to be executed by the per ons herein designated as the makers thereof; and where the release is requested of the original truste and it has never executed a certificate on any instrument identifying same as the note described her in, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed 1, the persons herein designated as makers thereof.
- 14. Trustee may resign by instrument in writing filed in the offer of the Recorder or Registrar of Titles in which this instrument shall have been recorded or file. It case of the resignation, inability or refusal to act of Trustee, then Chicago Title and Trust Color by shall be the first Successor in Trust, and in case of its resignation, inability or refusal to act the chen 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 the reingiven 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 Mort gagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" on used herein shall include all such persons and all persons liable for the payment of the indebterness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

Witness the hands and seals of Mortgag	eave the descend year first shows written
	Duth Marish 1884.
Edwin T. Enright [SEAL]	Ruth M. Enright
BRAI.	[SRAL]

VOFFICIAL CO COOK COUNTY, ILLINOIS STATE OF ILLINOIS, ) 21532726 COUNTY OF Cook Eileen V. Martin I, <u>Eileen V. Martin</u> a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Edwin T. Enright and Ruth M. his wife who <u>are</u> personally known to me to be the same person s whose name subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that \_\_they\_ . signed, sealed and delivered the said Instrument as <u>their</u> free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. GIVEN under my hand and Notarial Seal this A. D. 19.71 day of... Notary Pu The Instalment Note mentioned in the within Trust Deed has been identified herewith under For the protection of both the bor-the and lender, the note secured by this Trust Deed should be ident. fled by the Trust Deed is fled for AFTER RECORDING MAIL THIS INSTRUMENT TO Identification No. 25-148-09/02 BEVERLY BANK NAME ADDRESS CITY DATE INITIALS M. ENRIGHT. EDWIN T. ENRIGHT and RUTH his wife For Instalment Note BEVERLY BANK 1357 West 103rd Street Chicago, Illinois 33.43 BEVERLY BANK PROPERTY ADDRESS 4545 W. 150th Street Midlothian, Illinois Trustee Boxeo