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	GEORGE E. COLE® FORM No. 206 May, 1969 COOK COUNTY. ILLINOIS FILED FOR RECORD. TRUST DEED (Illinois) For use with Note Form 1448 (Monthly payments including interest) Out 30 '77 3 03 PK 22 102 333	
	The Above Space For Recorder's Use Only THIS INDENTURE, made 19-72, between HERSCHEL O. ZARECOR and MONA L. ZARECOR, his wife, herein referred to as "Mortgagors," and MATTESON-RICHTON BANK, an Illinois banking corporation, herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer	
	and delivered, in and by which note Mortgagors promise to pay the principal sum of (\$47,200.00) FORTY SEVEN THOUSAND TWO HUNDRED AND NO/100 Dollars, and interest from date hereof on the brace of principal remaining from time to time unpaid at the rate of per cent per annum, such principal sum and interest to be payable in installments as follows: THREE HUNDRED THIRTY FOUR AND NO/100 (\$334.00) Dollars on the 1st day of December 1972, and THREE HUNDRED THIRTY FOUR AND NO/100 Dollars on the 1st day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall a de on the 1st day of November 19 27; all such payments on account of the indebtedness evidenced by said note to be polic first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each	
	of said installments coust unity principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 8 per cent per an um, ar I all such payments being made payable at. Matteson-Richton Bank or at such ther dace as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder are of and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the prince of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms hereof or in case default shall occur and continue for three days, in the performance of any other agreement contained in this Trust Deed (in which even election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentmer. To payment, notice of dishonor, protest and notice of protest. NOW THEREFORE, to secure the way are of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consider wo, of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged,	
	Mortgagors to be performed, and also in consider of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY and WAF (AN) unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest the cin, situate, tying and being in the Village of Olympia Fields COLY. OF COOK AND STATE OF ILLINOIS, to wit: Lot 5 in Resubdivision of Block 7 in Hawthorne Hills, a resubdivision of Block 7 in A.T. McIntosh and Congent's Hawthorne Hills, a Subdivision of part of Section 23, Township 35 No. th, Range 13 East of the Third Principal Meridian recorded As Document 1578 359 in Cook County, Illinois;	
	which, with the property hereinafter described, is referred to herein as the "premse" TOGETHER with all improvements, tenements, easements, and appurtenances the totelonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, sav s and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles 1 we in the reference or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or central v _introlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, flooverings, 'nador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their suc-	A THE RESERVE THE PARTY OF THE
	of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter plated in 'te premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises. TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, for ever, 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 Ex. m. of Laws of the State of Illinois, which said rights and benefits Mortgagors do hereby expressly release and waive. This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page. (for ever set side of this 'Trust Deed) are incorporated berein by reference and hereby are made a part hereof the same as though they were here so of m full and shall be blading on Mortgagors, their heirs, successors and assigns. Witness the hands and seals of Mortgagors the day and year first—above written.	And the state of t
	PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) State of Illing COOK State of Illing PLEASE (Seal) (Seal) (Seal) (Seal) (Seal) (Seal) (Seal)	
The state of the s	in the State aforesaid, DO HEREBY CERTIFY that Herschel O. Zarecor and Mona L. Zarecor, his wile. personally known to me to be the same persons—whose name S—are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that <u>b.ey.</u> 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.	
CXX CXX To CXX CXX CXX CXX CXX CXX CXX CXX CXX CX	Given to Seal, this 1972 Commission William Stand 30 1973 ADDRESS OF PROPERTY: 1024 Roslyn Road 01ympia Fields, Illinois	-
Activities of the second secon	MAIL TO: MAIL TO: NAME HUGHES, WINTERHOFF, ANDERSON & KIEDAISCH TRUST DEED! SEND SUBSEQUENT TAX BILLS TO: Matteson-Richton Bank 21155 Governors Highway Company C	
	OR RECORDER'S OFFICE BOX NO. 333 Maccessity, ILLINOIS (Address)	e Section

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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United 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 of 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.
- 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 than ten days prior to the respective dates of expiration,

 4. It case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required . In the payor of the proper of the note and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior in time rances, 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 expresses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the top totect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action are in authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable with the or and with interest thereon at the rate of seven per cent per annum. Inaction of Tru
- 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 b. l, s' tement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the andity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay ac' item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of ac reincipal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the "ucipal 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 performance of any other agreement of the Mortgagors beging the payable when the performance of any other agreement of the Mortgagors have been covering.
- of principal or interest, or in case defaul "hall occur and continue for three days in the performance of any other agreement of the motigagors herein contained.

 7. When the indebtedness hereby _____ oshall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee's all have the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditure 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, or that for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended as a distinct of the content of the content
- 8. The proceeds of any foreclosure sale of the premises shall be distribute I and applied in the following order of priority: First, on account II costs and expenses incident to the foreclosure proceedings, including a leach items as are mentioned in the preceding paragraph hereof; sec, all other items which under the terms hereof constitute secured indebted in a full contained by the note hereby secured, with rest thereon as herein provided; third, all principal and interest remaining it is jurth, any overplus to Mortgagors, their heirs, legal repreatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust De. d. 'ne 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 regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then v. w. 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 ale a d a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times v. ne. M. traggors, except for the intervention-such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be decessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said eriod. 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: (1) The detectoes secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become substitute the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and ceff calce.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subjecty lefense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and ac et a 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 oligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for a y acts or omission hereunder, except in case of his own gross negligence or missconduct or that of the agents or employees of Trustee, and he may act in committee satisfactory to him 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 the 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 a person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all inde tedness hereby secured has been paid, which representation Trustee may accept as true without nquiry. Where a release is requested of a successor of 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 description herein contained of the principal note 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, <u>its corporate successor</u> 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 rigagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

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.

The Installment Note mentioned in the within Trust Deed has been within Trust Deed has been within the mentioned in the within Trust Deed has been within the mentioned in the within Trust Deed has been within the within trust Deed has been within the wi

identified herewith under Identification No. 76-2/2-390/
Matteson Richton Bank
By: Dancagas River

END OF RECORDED DOCUMENT