UNOFFICIAL COPY

TRUST DEED Silver R. Olicon RECORDER FOR DEEDS COCK COUNTY, ILLINOIS 22 189 110 Deliver to Recorder's Office 22189110 JAN 16 73 1 47 PE THE ABOVE SPACE FOR RECORDER'S USE ONLY THIS INDENTURE, made December 11 1972, between James J. McLaughlin and Roberta J. McLaughlin, his wife , herein referred to as "Mortgagor", and OLYMPIA STATE BANK an Illinois corporation doing business in Chicago Heights, 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 this Note, in the principal sum of Forty-Five Thousand and No/100 (\$45,000.00) evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER in de vered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 7 per cent per annum in instalments as follows: V Thre: Tundred Eighteen and 06/100 (\$318.06) Dollars on the 1st day of March 19 73 and Three Hundred Eighteen and 06/100 Dollars on the 12. day of each month thereafter until said note is fully paid except the final payment of principal and intense in not sooner paid, shall be due on the 1st day of February 19 98. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance day of each month thereafter until said note is fully paid except the final payment of pomer paid, shall be due on the 1st day of February 19 98. All such and the remainder to pri cipal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of seven per cent per anum, and all of said principal and interest being made payable at such banking house or trust company in Chicago Heights, Illinois, as the molders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of OLYMPIA TAY F LANK in said City. NOW, THEREFORE, the Mortgagous to secure 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 performent of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK Lot eight (8) and that part of Lot nine (9) lying West of a line drawn thirty (30) feet East of and parallel to the West line of said Lot nine (9) in Block one (1) in Edgewood Park Allia on to Chicago Heights, being a subdivision in the North West quarter of Section twenty (20), Township thirty five (35) North, Range fourteen (14), East (1th) Third Principal Meridian in Cook County, Illinois. which, with the property hereinafter described, is referred to herein as the "pre-TOGETHER with all improvements, incements, easements, fixtures, and appurtenances thereto belongin, "do" 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 "th, "d real estate and not secondarily), and all apparatus, equipment or articles now the entitled in including (without restricting the foregoing's exceens, winc, w. ad's, storm doors and windows, floor coverings, inador beds: awnings, stores and the theaters. All of the foregoing are declared to be a part of saio re easy a whether physically attached therefore, and the store of the store o assigns want to consucred 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 upor the uses and trusts herein forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which is rights and benefits the origangors do hereby expressly release and waive.

This Trust Deed consists of two pages, the conditions and provisions appearing on this page and on page two (the reverse side herer) are incorporated term by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns, WITNESS the hand of Mortgagors the day and year first about (SEAL) STATE OF ILLINOIS Mary E. Kraemer o Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT James J. McLaughlin and Roberta J. McLaughlin, his wife ALE ... personally known to me to be the same person. S... whose name S. ALE. ent, appeared before me this day in person and acknowledged that......they and delivered the said instrument as their GIVEN under my hand and Notarial Seal this. 20th Notary Public.

UNOFFICIAL COPY

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good contition and repair, without waste, and free from mechanic's or other lens or claims for lien not expressly subordinated 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 building not used the use thereof; (6) make no material alterations in said premises; (5) comply with all requirements of any or municipal ordinances with respect to the premises and premises except as required by law or municipal ordinances.
- le use intercor; (e) make no material atterations in said premises except as required by law or municipal ordinance.

 2. Mortgagors shall be liable for the payment of all general real estate taxes and shall deposit or cause to be deposited with the Trustee named in this Trust Deed with the legal holder of the note referred to herein on the first day of each and every month during the term of said loan a sum equal to one twelfth of the cause and the cause and the cause and the cause and the cause are caused as a secretariable real estate taxes. Mortgagors shall pay the cause of the note referred to herein duplicate receipts therefor.

 3. Mortgagors shall payer all buildings and increase and other charges against the premises when due and shall upon written request furnish to Trustee or
- to holders of the note referred to herein duplicate recepts therefor.

 Mortgagors shall cause all buildings and improvements now or hereafter situated on said premises to be insured against loss or damage by fire, lightning or indictions under policies providing for payment'by the insurance companies of moneys sufficient eitifer 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, such rights to be evidenced by the standard mortgage clause policies payable, in case of loss or damage, to policies, including additional and renewal policies, to holders of the note and in case of insurance about to expire, shall deliver renewal policies, and shall deliver all first day of each and every most find furing the term of said loan. The mounts deposited under the real estate tax reserve and insurance premiums on the policy and three hereof shall be held by the Trustee or the legal holder of the note as and for a Sinting Fund to be used by the Trustee or the legal holder of the note to pay the general real estate taxes levied against said premises and insurance premiums as and when the same become due and payable.

- prior to the expective bates of expiration. Anotagors shall deposit with the insiste an amount equivalent to one twelfth of the annual insurance Reserve for the 19th of the same and when the real estate tax reserve and insurance Reserve the real of the 19th of the 19th

- torectosing this trust deed, or any tax, special assessment or other lien which may be or become superior, of the inhereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

 10. No action for the enforcement of the lien or of any provision shall be subject to any defense which wou! no be tood and available to the party interposing an action at law upon the note hereby secured.

 31. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access 1 sets shall be permitted for that purpose. Set in the provision shall be permitted for that purpose. The provision is a set of the party interposing and the provision of the premises, nor shall Trustee be oblige duty received in the party interposing and provisions here user, except any power herein geen to employees of Trustee, and it may require indemnities satisfactory to the before vereising by power herein geens to employees of Trustee, and it may require indemnities satisfactory to the before vereising by power herein given. In the provision shall be premitted to the party in case of its own grow trust deed has been fully paid and Trustee may execute and deliver a release hereof to and at the require statisticatory of when the provision shall, e.b. be to or after maturity activities. The provision of the provision is the provision of the provision o
- designated as makers thereof.

 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrat of Titles in which this instrument shall have been recorded of filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall to a condition of the county in the provisions hereing that the provisions hereing the provisions hereing the provisions hereing the provisions hereing that the provisions hereing the provisio

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THIS TRUST DEED IS FILED OLYMPIA STATE BANK Assistant Vice President Assistant Segretary NAME . Olympia State Bank 195 Olympia Plaza STREET FOR RECORDERS INDEX PURPOSES Chicago Heights, Ill 60411 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE CITY 150 Country Club INSTRUCTIONS RECORDER'S OFFICE Chicago Heights, Ill 60411 533