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This Indenture, Made

January 23,

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etween

James P. Thompson and Beatrice L. Thompson, his wife

herein referred to as "Mortgagors," and

EDGEWOOD BANK

ar illimis corporation doing business in La Grange, Illinois, herein referred to as Trustee, withnesseth:

TUAT WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter d scribed, said legal holder or holders being referred to as Holders of the Note, in the Principal Sum of

Fifte an Arousand Four Hundred and no/100's ----evidenced by contain installment Note of the Mortgagors of even date herewith, made payable to

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and delivered, in and by voice said Note the Mortgagors promise to pay the said principal sum together with interest thereon as provided in said note, said principal and interest being

payable in monthly installments cotthe ______ 25th day of each month commencing with

March 15, 1973

until said note is fully paid except that the final variant of principal and interest, if not sooner paid, shall be due on the Fifteenth day of February 9 28; provided that the principal of each installment unless paid when due shall bear interest at the rate of star, p. cent per annum, and all of said principal and interest being made payable at Edgewood Bank, La Grange, Illino Edgh.

NOW, THEREFORE, the Mortgagors to secure the payment of the aid principal sum of money and any advances made by the holder of this note, and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contract, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof i act benedged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following the contract of the c

right, title and interest therein, situated, lying and being in the Village of

County of

Cook

and State of Illinois

to wit:

Lots Nineteen (19) and Twenty (20) in Block 189 in Maywood sublivision in parts of Sections Two (2), Eleven (11), Fourteen (14), Towns 19 North, range 12 East of the Third Principal Meridian in Cook Courty Illinois.

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

TOGETHER with all improvements, tenements, ensements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Morigagors 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), acreens, window shades, storm doors and windows, floor coverings, inside beds, awnings, stoves and wenter heaters. All of the freegoing 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 Trustees, 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 Himois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

THE PERSON NAMED IN THE PE

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the precises which may become damaged or be destroyed, (2) keep said premises in good condition end repair, without waste, an five from mechanic's or other liens or claims for him not expressly subordinated to the lien hereof; (3) pay when due any five damass which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit a disfactory evidence of the discharge of such prior lien to Trustee or to the holders of the note; (4) complete with:

 or an able time any building or buildings on owe or at any time in process of erection upon said premises; (5) comply with all squi sments of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alteration. It is premises except as required by law or municipal ordinance.
- 2. Mort, wo.s. evenant and agree that no building or improvements shall be erected or constructed on said premises, nor shall any builting improvements now or hereafter on said premises be substantially remodelled or repaired without the consent in writing of the Trustee, or the holder and owner of the note secured hereby, and any lien in favor of any person furnishing lab. for material in and about said premises shall be and is hereby expressly made subject and subordinate to the lien of this trust (sd.)
- 3. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer serial charges, and other charges against the premises when due, and shall upon written request, furnish to Trustee or to biders of the note duplicate receipts, therefor. To prevent default becoming the shall pay in full under protest, in the main reprovided by statue, any tax or assessment which Mortgagors may desire to contest.
- 4. Mortgagors shall keep all built one not improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstor a un or policies providing for payment by the insurance companies of moneys sufficient either to pay the coast of replacing or proving the same or to pay in full the indebtedness secured hereby, all in companies setisfactory to the holders of the note and r insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such high in it has one of host or damage, to the note and incase of such policy, and shall deliver all policies, including a "small and enewal policies, for higher 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.
- 5. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform say act hereinbefore required of Mortgagors in any form and sunner deemed expedient, and may, but need not, make any payment or perform say act hereinbefore required of Mortgagors in any form and sunner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrance. It is an adjusted to the prior lien or title or claim thereof, or redeem tom by tax allow of forfeiture affecting and premises or content any tax or assessment. All moneys paid for any of the pure or acroin authorized and all expenses paid or incurred in connection therewith, including altorneys' fees, and any other may be advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien heroid, plus remained to suppose of the content of the partial payment of the considered as a way of any right according to them on account of any default herounder on the part of Mortgagors.
- 6. The Trustee or the holders of the note hereby secured making any payments he say authorized relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the approximate public office without impuly into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lies or title or claim, thereof.
- 7. Mostgagors shall pay each item of indebtedness herein mentioned, both principal and it is vit, when due according to the terms between A1 the option of the holders of the note, and without notice to Mortgagors, all an exit indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the covery, become due and payable to immediately in the case of default in mediang payment of any installment of principal or overst on the note or the default shall occur and continue for thirty days to the performance of any other agreement of the Mortgagors.
- If. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, hade's that is Trustee shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there shall be altered and included as additional indebtedness in the decree for sale all expenditures and expenses which may be part of included as a distributed or bother of the note for stronger, free, Trustee's free, appraises' shee, a the first dominantary and expenses which may be estimated as a lines to be expended after entry of the decreen of presenting all such abstracts of title, title searches and examinations, guarantee politics, Trustee is relationed as shall not entering an expense of the reasonably necessary either to prosecute such suit or to evidence to hidders at any sale which may he had partner to the true condition of the title to or the value of the premises. All expensions was examined as a partner to the partner to the partner to the partner of the notion of the
- 9. 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 tiens as an 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 hereon 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.

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- 10. Upon, or at any time after the filing of a bill to foreslose 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 statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, 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 set income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree fecclosing this trust deed, or any tax, spr_ia sessessment or other lien which may be or become superior to the lien hereof or of such decree, provided such applications in made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 11 'lo action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be gor' and available to the party interposing same in an action at law upon the note hereby secured.
- 12. True or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall so primitted for that purpose.
- 13. Trustee 9 to duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to recor't this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any as a or missions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Truter, and it may require indemnities satisfactory to it before exercising any power herein given.
- 14. Trustee shall reler as a 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 a say person who shall, either before or after maturity thereof, produce and exhibit to Trustee he note, representing that all it dely dones hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a recease is requested 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 confirms in substar e with the description herein contained of the note and which purports to be executed by the persons herein designated a the me ters thereof; and where the release is requested of the original trustee and it has never executed a certificate on all instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which say be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein described and which purports to be executed by the persons herein described as makers thereof.
- 15. Trustee may resign by instrument in writing file if the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, insbility or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premiser are situated shall be Successor in Trust, any Successor in Trust hereunder shall have the identical title, powers and a thority or we herein given Trustee, and any Trustee or successor shall be entitled reasonable compensation for all acts performed a recunder.
- 16. 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 he sine sall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether o, no's wh persons shall have executed the note or this Trust Deed.
- 17. That it is the intent hereof to secure the payment of the note herein de cri ed, whether the entire amount shall have been advanced to the mortgagors, or to their successors in title, at the date here f, at a later date; or, having been advanced to the mortgagors, or to their successors in title, shall have been repaid in an and further advancements made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the amount named in said note, plus any amount or amounts that may be added to the mortgagors, in the terms hereof, in order to protect the security. Such additional advances may be evidenced by a note or a ment executed by the mortgagors, or their successors in title. dn. Amen.

James P. Thompson)	(Seal) (Seal) (Beatrice L. Thompson)
	(See))

REAL ESTATE TRUST DEED

22 216 076

UNOFFICIAL COPY

County of	-,	Kudjer or and residing in said Cou	unty, in the State aforesaid,
	DO HEREBY CERTIFY	Tomas D. Whama	•
	Beatrice L. Thom		
			me person_s_whose names eared before me this day in
	person and acknowledge their Instrument as	I that <u>they</u> signed, so	ealed and delivered said for the uses and purposes
6 6 S	GIVEN under my hand	and Notarial Seal this 😅	2nd
And Spinish and	·	day of Februa	,A.D. 19 73
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END OF RECORDED DOCUMENT