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U This Indenture, Made

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June 1, 19 76, between

Dr. Basilio S. Bolumen, a Bachelor,

herein referred to as "Mortgagors," and

Riverdale Bank

an Illinois banking e poration doing business in Riverdale, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHERFA: the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note herein. (a. described, said legal holder or holders being herein referred to as Holders of the Nors, in the presonant sum of the Nors, in the presonant sum of the Nors, in the presonant sum of the Mortgagors of even date herewith, made payable to

and delivered, in and by which said first the Mortgagors promise to pay the said principal sum and interest monthly on the balance of principal remaining from time to time unpaid at

the rate of 8 1/2 per cent per ann p instalments as follows: One Hundred Seventy Three and 57/100 | 15th day of July 19 76 and One Hundred Seventy Three and 57/100 | 100

(\$173.57) Dollars on the 15th 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 be due on the 15th day of June 1996. All such payments on account of the indebtedness evidenced by said fote 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 bear interest at the maximum cate principal by law, and all of said principal.

cipal and interest being made payable at such banking house or trust company in the Village of Riverdale. Illinois, as the holders of the note may, from time to time, in writing appoint, and in

absence of such appointment, then at the office of RIVERDALE BAF.

This Trust Deed and the note secured hereby are not assumable and become any aediately due and payable in full upon vesting of title in other than the grantor(s) of the Trust Deed.

NOW, THEREFORE, the Mortgagors to secure the payment of the said prucipal sum of money and said interest in accordance with the terms, provisions and limitations of the true deed, and the performance 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 where is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its rac covers and assigns, the following described Real Estate and all of their estate, right, title and interest the rein, situated

ate, lying and being in the Village of Olympia , County or Cook AND STATE OF FAMOR,

Lot 8 in A.T. McIntosh and Company's Pine Woods Subdivision of Lots 9 and 10 (except the East 12 feet thereof) in Division of parts of Section 23. Township 35 North, Range 13 East of the Third Principal Meridian according to plat thereof recorded as document 3638070 in Book 88 of plats page 16 in Cook County, Illinois.

This document prepared by: Connie L. Webster, 13700 Indiana Ave., Biverdale, Il. 60627

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

1200

in said King

doors and windows, floor soverings, inador beds, awnings, stower 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 mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAV's AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the process, and upon the uses and trusts herein set forth, free from all rights and benefits under and by varue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the key reagons do hereby expressly release and waive.

IT IS FURTELY UNDERSTOOD AND AGREED THAT:

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premise; which may become damaged or be destroyed; (2) keep said premises in good condition and repair, virtuout 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 prim set 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 premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no a sterial alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any petally attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer revice charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Morigagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which hortgagors 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 or windstorm under policies providing for payment by the insurance companies of moneys sufficient eller to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, vi in companies satisfactory to the holders of the note, under insurance policies payable, in case or 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 allutions and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver one wal policies not less than tendays prior to the respective dates of expiration.
- 4. In case of default therein, Trustee or the holders of the note unv but need not, make any payment or perform any act hereinbefore required of Mortgagors in any to in 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 I en or other prior liem or title or claim thereof, or redeem from any tax sale or forfeiture affecting sail premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorised and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other winevs advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien lereof, plus reasonable compensation to Trustee for each matter concerning which action herein individed may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due of Trustee or holders of the note shall never be considered as a waiver of 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, 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. 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 note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately 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 of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, 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 er on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expent 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 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 com-

mencement of any suit for the foredocure hereof after accrual of such right to foredose whether or not actually commenced; or (e) 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 arte; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their righ's way appear.
- 9. Upon, o tany time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed mry appoint a receiver of said premises. Such appointment may be made either before or after saie without notice, without regard to the solvency of 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 sime may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special a sessment or other lien which may be or become superior to the lien hereof or of such decree, provided act application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of t'., 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 hereby secured.
- 11. Trustee or the holders of the note shall two; 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, 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 series 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 there. *b/ proper instrument upon presentation of satisfactory evidence that all indebtedness secured by the coust 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 note, representing that all indebtedness hereby secured has been paid, which representation Trustee has 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 certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the dear 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 it has not account of the conforms in substance with the 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 by the persons are sein 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 resignation, inability or refusal to act of Trustee, then Chicago Title and Trust Company shall be the first Successor in Trust, and in case of its resignation, inability or refusal to act the then Becorder 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 previsions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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 note or this Trust Deed.

Wirmins the hand and scal of Mortgagos	es the day and year first above written.
[844]	Dr. Basilio S. Botunen
[mu.]	[644]

Box 32	RUST DEED For Instalment Note	To RIVERDALE BANK Trustee	property address 1044 Evergreen Drive	Olympia Fields, Illinois	TO: IVERDALE BANK 3700 Indiana A verdale, Ill.	WW HANG 12909			
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.es .es .ex		LE BANK ndiana Avenue le, Illinois 6062	>7		M P O R protection and knoter, by trust to trust	nt Note ment as been identi no. 0750 RIVERDALE	N. C.		
		ER RECORDING US INSTRUMENT TO			of both the bor- the note secured should be identi- e named herein beed in Med for	The Instalment Note mentioned in the within Trust Deed has been identified herewith under identification No. 0750087-01 3302 RIVERDALE BANK	Hus he		
in 7	2 1n PN	7.		*2	3510699				
	County, ICL, a Id for recon				Comment of the Comment				
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		subscribed to the	foregoing l thathefree and	instrument, signe	appeared before d, sealed and del t, for the uses ar	me this day in per ivered the said Ins id purposes therein	son tru-		
		who is person	who is personally known to me to be the same person whose nameis						
		a Notary Public is HEREBY CERT		d residing in	said County, in 1	he State aforesaid,	DO		
		·		tibe m	dersigned				

END OF RECORDED DOCUMENT