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This Indenture,

June 12

19.76 , between

JOSEPH E. DEZELAN and JUNE B. DEZELAN, his wife, of the Village of Indian Head Park, County of Cook, and State of Illinois

herein referred to as "Mortgagors," and

### LA GRANGE STATE BANK

an Illinois corporation doing 'w less in La Grange, Illinois, herein referred to as Trustee, witnesseth:

THAT WHEREAS the Mortgo as are justly indebted to the legal holder or holders of the Installment Note herein after described, said legal holder or holder's being referred to as Holders of the Note, in the Principal Sum of

SEVENTY-FIVE THOUSAND and no/100 (\$75,000.00)----- Dollar

evidenced by one certain Installment Note of the slo leagues of even date herewith, made payable to

BEARER

and delivered, in and by which said Note the Mortgagor promose to pay the said principal sum together with interest thereon as provided in said note, said principal and interest being

payable in monthly installments on the 20th day of each month commencing with August 20, 1976

until said note is fully paid except that the final payment of principal and in crest, if not sooner paid, shall be due on the 20th day of July > \times 2001 provided that the principal of each installment unless paid when due shall bear interest at the rate of etch per cent per annum, and all of said principal and interest being made payable at La Grange State Bank, La Grange, Illinois 32

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money at 1, ay advances made by the holder of this note, and said interest in accordance with the terms, provisions and limitations of this trust "-d, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also it consideration of the sum of One Dollar in hand paid, the receipt whereof is acknowledged, do by these presents CONVEY and VARP ANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest by sin,

situated, lying and being in the Village of

Western Springs, 111.

County of

Cook

and State of Himois

to wit.

Lot 19 in Ridgewood Unit No. 11, being a Resubdivision in the North East quarter of Section 18, Township 38 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded April 3, 1964 as Document 19089916, in Cook County, Illinois

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which, with the property becomester described is referred to person as the Typensione,

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 Mortagors 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, or luding (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, finadoor beds, aw ings, stores and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached across or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagors or the real estate.

The VE AND TO HOLD the premises unto the said Trustees, its successors and assigns, forever, for the purposes, and upon the uses and must herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois. Suich said rights and benefits the Mortgagors do hereby expressly release and waive.

- 1. Mortgagors sha" 1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become da tage or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other line. C'am's 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 Tratee r to the holders of the note; (4) complete within a reasonable time any building or buildings mow or at any time in process or erection upon said premises; (5) comply with all requirements of law or minicipal ordinances with respect to the premises and the u e thereof; (6) make no material alterations in said premises except as required by law or municipal
- 2. Mortgagors covenant and agree on no building or improvements shall be erected or constructed on said premises, nor shall any building or improvements now or her after or said premises be substantially remodeled or repaired without the consent writing of the Trustee, or the holder and owner the note secured hereby, and any lien in favor of any person furnishing labor or material in and about said premises shall be and said relies expressly made subject and subordinate to the lien of this trust deed.
- 3. Mortgagors shall pay before any penalty atta her all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges agains, the premises when due, and shall upon written request, furnish to Trustee or to holders of the note duplicate receipts, therefor. To preser, act auth hereunder diggors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mot gag is may desire to contest.
- 4. Murtgagors shall keep all huildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for partner of the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the interval of the secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or day lage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be at a choice or each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note and in various finance 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 ne'd not, take any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and take hut need not, make full or partial payments of principal or interest on prior encumbrances, If any, and purchase, discharge, or no mise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said promises are 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 attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the tax and any other moneys advanced by Trustee or the holders of the note to protect the tax and any other moneys advanced by Trustee or the holders of the note to protect the tax and any other moneys advanced by Trustee or concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without no ice and with interest thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never to onsidered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 6. The Trustee or the holders of the note hereby secured making any payments hereby authorized cluting to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office with at a jury into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien of title or claim.
- 7. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mo tgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successors or successors in interest with reference to it. S mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to see or may extend time or payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.
- 8. 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 Mortgagues, 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 installment of principal or interest on the note, (b) when default shall occur and continue for thurty days in the performance of any other agreement of the Mortgagues herein contained, or (c) in the event the ownership of said property or any part thereof becomes vested in a person other than the mortgagor.
- 9. 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 or on behalf of Trustee's or holders of the note for attorner's feet, appealer's feet, appealer's feet, subjectly for documentary and expert evidence, stenographers' charges, publication costs and cost (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, Torrent 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 truse condition of the title to be the value of the

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premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness sour dihereby and immediately due and payable, with interest thereon at the rate of eight per cent per annum, which paid or not or to be by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruiptcy 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 here of it or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose who have or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises of the security hereof, whether or not actually commenced.

- 10. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority; First, on account all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph here it is soon, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with at est hereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, the irights may appear.
- 11. Upon, or 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 application for such receiver and 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 no mestead or not and the Trustree hereunder may be appointed as such receiver. Such receiver shall have power to collect the ren s, is use and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the intutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except or the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be no said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in which said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure water (2) the deficiency in case of a sale and deficiency.
- 12. No action for the enforcement of the lien or of any provision tereof 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.
- 13. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 14. Trustee has no duty except to examine the title, location, existence, o 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 mixed of c or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein, give.
- 15. Trustee shall release this trust deed and the lien thereof by proper instrument upon in entrition of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Tru textue note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true with in inquire. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described a 3 no exhibit bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conform in substance with the description herein contained of the note and which purports to be executed by the persons herein designated. . . . exert thereof; and where the release is requested of the original trustee and it has never executed a certificate on any instrument beart, in a name as the note described herein, it may accept as the genuine note herein described any note which may be presented and . his a conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated anakers thereof.
- 16. 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, the then Recorder of Deeds of the county in which the premises are situated shall be 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 reasonable compensation for all acts performed bereender.
- 17. 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 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.
- 18. That it is the intent hereof to secure the payment of the note herein described, whether the entire amount shall have been advanced to the mostgagors, or to their successors in little, at the date hereof, or at a later date; or, having been advanced to the mostgagors, or to their successors in little, shall have been repaid in part and further advancements made at a later date; which advances thall 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 mostgage indebtedness under the terms hereof, in order to protect the security. Such additional advances may be evidenced by a note or agreement carcusted by the mostgagors, or their successors in title. Notwithstanding any other provisions herein contained, upon presentation of the note described herein and identified herewith marked paid or cancelled, the Trustee h sutherized to release this Trust Deed and the lien thereof.

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| said, DO HE  | a Notary Public in and for and residing in said County, in the State afore- said, DO HEREBY CERTIFY THAT  |  |  |  |  |
| who <u>are</u><br>are<br>day in perso<br>livered said i  | personally know subscribed to the n and acknowledged Instrument as  | n to me to be the same foregoing Instrument, apd that they their free and volumently including the release ar    | peared before me this<br>signed, sealed and de-<br>ntary act, for the uses   |  |  |
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| The Installment Note mentioned in the within Trust Deed has been identified herewith under: Identification No. 7582  La Grange State Bank as Trustee,  By Eurke Asst. Vice Pregident   | Q 62 NV 172   |  | Michigan of Whee.  |  |  |
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| Within Trust Dee vierwith under: Identification No.  La Grang St. Trustee, St. Burke   |   |  |  |  |  |
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| ST D  ST D  SELAN AN   | To<br>GE STATE<br>Trustee   |  |  |  |  |
| BOX 644  SUST DEE  For installment Note  E. DEZELAN, his wife  | RANK  | Sprin  | MMI Ba<br>AGRANGE STATE B<br>ET LACEADE, Illinois  |  |  |
| BOX 644  TRUST DEED  For Installment Note JOSEPH E. DEZELAN AND  | To<br>To GRANGE STATE BANK<br>Trustee   | Vestern Springs, 111. 60558  | LAGRANGE STATE BANK  LA GRANGE STATE BANK  LA GRANGE HIllinois  Remuter 1304 644   |  |  |
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