

23 540 075

This Indenture, made June 19, 1976 between

Dennis Quinn Cook and Donna Mae Cook, his wife

herein referred to as "Mortgagor," and

EDGEWOOD BANK

of Illinois, a corporation having its principal office in Chicago, Illinois, and authorized to do business in Illinois, as Trustee, witnesseth:

THAT WHEREAS the Mortgagor and his wife are desirous to borrow the legal holder or holders of the installment note hereinafter described, and legal holder or holders being referred to as "Holder of the Note," in the Principal Sum of

FIFTY FIVE THOUSAND AND NO/100 (\$55,000.00) Dollars

to be advanced to the Mortgagor and his wife, and of the Mortgage of even date herewith, made payable to

TO HAVE

and delivered, as well as to take the same, to the Mortgagor, to use the said principal sum together with interest thereon as provided in said note, with principal and interest being

payable on monthly installments on the 25th day of each month commencing with the 25th day of August, 1976

and will note as fully paid except that the final payment of principal and interest, if not earlier paid, shall be due on the 25th day of July 1996 and that the principal of each installment shall be paid when due, shall have interest at the rate of 12% per annum, and all of said principal and interest being made payable to Edgewood Bank, a corporation in Illinois.

With this intent and purpose, the Mortgagor has secured the payment of the said principal sum of money and any advances made by the holder of this note, and shall deposit an amount equal to the sum of the said principal and interest of this note, and the performance of all the covenants and conditions herein contained, to the Trustee to be performed, and also to commission of the name of this Trustee as stated herein, the amount of the said principal and interest, to the Trustee, CENNEY and WARRICK, and the Trustee, the said commission will receive, the following described Real Estate, and all of their estate,

to wit, with and without interest, to wit, being and being in the Village of LaGrange

of Cook and State of Illinois

Lot 2 in a Subdivision of the East half of Lot 1 in Florence Cordova being a Subdivision of the North 274 feet of the North half of the South West quarter of the South West quarter of Section 9, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

12⁰⁰

George A. Sewell
Notary Public
Cook County, Illinois

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10. Upon, or at 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 appointment may be made either before or after sale, without notice, without regard to the authority 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 encumbered 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 before or redemption or not, as well as during any further time 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 appropriate in such cases for the protection, preservation, 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 net income in his hands in payment as when or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made by or to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

11. No action for the enforcement of the 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.

12. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be granted for that purpose.

13. Trustee has no duty to ascertain the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to execute any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of the same gross negligence or misconduct or that of the agents or employees of Trustee, and if any requisite information satisfactory to it before exercising any power herein given.

14. Trustee shall release this 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 new lease 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 or money secured has been paid, which representation Trustee may 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 contains in substance with the date when herein contained of the note and which purports to be executed by the person herein designated as the maker thereof, and where the release is requested of the original trustee and it has been executed a certificate on any instrument of any kind name as the note described herein, it may accept as the genuine note herein described any note which may be presented and which contains in substance with the description herein contained of the note and which purports to be executed by the person herein designated as maker thereof.

15. Trustee may assign by instrument in writing filed in the office of the Recorder or Register of Titles in which this instrument shall have been recorded or filed, in case of the resignation, inability or refusal of Trustee, the then Recorder or Register of the county in which the premises are situate shall be Successor in Trust, any Successor in Trust hereunder shall have the identical title, powers and authority as if herein given Trustee, and any Trustee or successor shall be entitled reasonable compensation for all acts performed hereunder.

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 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.

17. 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 mortgagors, or to their successors in title, at the date hereof, or at a later date, or, having been advanced to the mortgagors, or to their successors in title, shall have been repaid in part and other advancements made at a later date, which advancements shall in no event operate to make the principal sum of the indebtedness greater than the amount secured by said note, plus any interest or amounts that may be added to the mortgage indebtedness under the terms hereof, in order to protect the security. Such additional advances may be evidenced by a note or agreement executed by the mortgagors, or their successors in title.

18. Mortgagors shall not suffer or permit, without the written permission or consent of the mortgagee being first had and obtained, a sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof, or any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property.

Witness the hand and seal of Mortgagors the day and year first above written.

Donnie Quinn Cook

Donnie Quinn Cook

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UNOFFICIAL COPY

STATE OF ILLINOIS
County of DeKalb

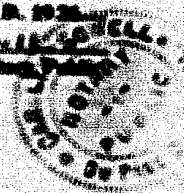
I, Cecilya Small

a Notary Public in and for and residing in said County, in the State aforesaid,
DO HEREBY CERTIFY THAT Dennis Nelson Cook and Pamela Sue Cook,
his wife

who are personally known to me to be the same persons, whose names are
are subscribed to the foregoing instrument, appeared before me this day in
person and acknowledged that they signed, sealed and delivered said
instrument as their free and voluntary act, for the uses and purposes
therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 25th

day of Jan, A.D. 1976
Cecilya Small
Notary Public
My Comm. Expires March 21, 1980



COOK COUNTY
FILED # 24 44

Jan 30 9 53 AM '76

#23540075

The Instrument Note mentioned in the
within Trust Deed has been identified
hereby under
Identification No. 0192

Edgewood Bank

By Thomas J. Pichtinger
Trustee
Edgewood Bank
Trustee
Thomas J. Pichtinger

TRUST DEED

For Installment Note

To
EDGEWOOD BANK
Trustee

Will
MILLER & BRYAN
100 W. Plainfield Road
Countrydale, Ill 60523

EDGEWOOD BANK
COUNTRYDALE, ILLINOIS

END OF RECORDED DOCUMENT