VOFFICIAL C

CEDAGE E. CULL' LEGAL FORMS

FORM No. 206 May, 1969

TRUST DEED (Illinois)
For use with Note Form 1448
(Monthly payments including inter

William Rellens 1016 CUL 20 Fil 3 31 23 566 141 COOK COUNTY ILLINOIS

JUL-20-76 225091 • 23566141 • A - Rec

10.00

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	-			he Above Space For F		
ลา	nd BEVERLY A. R	TMBERLING. 1	19 <u>76</u> , between is wife	··· ———————	J. KIMBERLING	Mortgagors ** and
M	YWOOD-PPOVISO S	TATE BANK, 1	<u> 11 Madiso</u>			
herein refers termed "Ins	red to as "Truste witnesse tallment Note," of ten dat M.	th: That, Whereas M e herewith, executed 1 YWOOD-PROVIS			egal holder of a principal rer	promissory note,
and delivered	d, in and by which note Nor	teagors promise to pay	the principal su	m of Sevente	en thousand-thr	ee-hundred-
	rty-two and 53/					
to be payab	le in installments as follow.	Two_hundre	ed-six and	1 34/100		Dollars
	th day of August th day of each and every					
sooner paid, by said note	shall be due on the 20th to be applied first to accrue diments constituting principa r cent per annum, and all suc	L day 1 JULY and unnaid interest	on the unpaid pr	; all such payment incipal balance and th	ts on account of the indeb	tedness evidenced
at the election become at one or interest in contained in parties there	or at such other place n of the legal holder thereof ice due and payable, at the pla accordance with the terms it this Trust Deed (in which er to severally waive presenting	as the legal motice, the and without notice, the ce of payment afores the nereof or in case defaultent ent election may be motice the payment, notice	include may, not principal sum read, in case default so it shall occur and ad at any time a look d'abour pro	maining unpaid thereo hall occur in the paym continue for three day fler the expiration of test and notice of prot	ing appoint, with accrued into n, together with accrued into nent, when due, of any instal ys in the performance of an said three days, without no est.	ther provides that rest thereon, shall lment of principal y other agreement tice), and that all
NOW T limitations o Mortgagors	HEREFORE, to secure the f the above mentioned note to be performed, and also ity these presents CONVEY teir estate, right, title and in	payment of the said pand of this Trust Delin consideration of the	rincip(l sv m of r ed, and ar perfo e sum of Cne D	noney and interest in rmance of the covena ollar in hand paid, t	n accordance with the term ints and agreements herein he receipt whereof is herei	s, provisions and contained, by the by acknowledged,
Mortgagors and all of th Villag	by these presents CONVEY neir estate, right, title and in e of Park Fore:	and WARRANT unto terest therein, situate, in the state of	the Truster, its lying and being Co()	n his successors and n h c	assigns, the following description AND STATE OF I	
Lot 32	in Block 24 in	Village of Pa	ark Forest	t First Addi	tion to Westwoo	od being
a subdi	vision of nart o	of the South	Root 1/4	of Seation	26 Irring couth	of the
Illino	ealth Edison Con is) and The Sou	mpany Kight (th East 1/4 (of Way (Pu of the Nor	ublic Servic	e Comprany of No	rthern
south	of the Elgin, Jon 25 lying south	oliet and Eas	stern Rail	Lroad Right	of Way also par	t of
Sectio	n 25 lying south	n of the Elgi	in, Joliei	t and Easter	n Railroad Righ	t of Way
eridian,	According to the	ne plat there	nsnip 35 r eof record	vortn, kange ded July 1.	1955 as Documer	ie Third Prin it No.
All in Township 36 North, and Township 35 North, Range 1, East of the Third Prin eridian, According to the plat thereof recorded July 1, 1955 as Document No. 6288372 in Cook Country 151 in the first to herein as the "premises,"						
TOGETHER with all improvements, tenements, casements, and appurtenances thereto belonging, and all rents, issues and profits thereof for						
so long and duting all safet makes as allowing states, appearance, equipment or articles now or hereafter there's or thereon used to supply heat,						
stricting the foregoing, screens, window shades, awnings, storm down, floor coverings, inador beds, stores and water heaters. All						
so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pt. 1974 primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter there's or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and we illustion, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador be's, stores and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached there or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.						
TO HA	VE AND TO HOLD the precion set forth, free from all	emises unto the said 7	Crustee, its or his	successors and assigns	, forever, for the purpor	and upon the uses
said rights a	ind benefits Mortgagors do l	ieroby expressly releas	e and waive.			/ _
are incorpor	ust Deed consists of two pa ated herein by reference and their heirs, successors and as	hereby are made a pa	rt hereof the sam	e as though they were	here set out in full and sh	all 'e binding on
	the hands and seals of Mor		car first above	ritten.	•	
•	PLEASE /	Tonal Ill	Liveles	(Seal) Berry	ely a Kinter	(Seal)
•	PRINT OR TYPE NAME(S)	RONALD J	KIMBERLIN			BERTLING
*	BELOW SIGNATURE(S)		C			
				(Scal)		(Seal)
State of Illin	ois, County ofCook	ss.,		I, the undersi	igned, a Notary Public in an	d for said County,
	4 H	in the Sta	te aforesaid, DO	HEREBY CERTIFY	ING, his wife	KIMBERLING
	TA HIPHES	,			S whose name S ar	е
· ·	HOLEY BALL	y subscribe	d to the foregoing	instrument, appeared	before me this day in person	on, and acknowl-
	PUBLICO !!!	cdged that	they signed,	scaled and delivered	the said instrument ass therein set forth, includin	their
<u> </u>		waiver of	the right of home	estead.	s therein ber zorti, mendan	g the release and
Given under	m / Louis ancia	this	12th	day focJ	uly	1976.
Commission	expires 3	<u>_</u>	1976.	- 1 Zoep	4 Bungh	Notary Public
		RID BY: RALPH BU	URGH	•	•	
	OSIVORP-GOOWYAN 1 MADISON, MAYN	700D, ILL. 60153		ADDRESS OF PROP	PERTY:	
	·	•			t, Illinois	S >>
	NAME MAYWOOD-PF	OVISO STATE	BANK	THE AROVE ADDRI	ESS IS FOR STATISTICAL D IS NOT A PART OF THIS	23566141
MAIL TO:	ADDRESS 411 Madi	son St.	}			1 2 3 3 3 3 3 3 3 3 3 3
				SEND SUBSEQUENT	IAX BILLS TO:	- 3 of
	STATE Maywood,	II. ZIA COL	_E 60153 J		(Name)	S S
Op.	properties office po	(3)		,		
еs	RECORDER'S OFFICE BOX		•		Vel demsis)	

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly tepair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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 Trustee or to holders of the note; (5) complete within a reasonable time any building now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors 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 and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in example, the payable, in case of 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 additional and renewal policies, to holders of the note, and in case of 'a grance about to expire, shall deliver renewal policies must be described by the standard mortgage clause.
- In the case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of afortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encurs, incomes, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem form any tax and or forfeiture affecting said premises or 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 reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the or or protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action he in uthorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable withe a tore and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a ware of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee c. the notices of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, stat ment 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 ach item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.

 At the election of the holders of the minicipal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the pri cipal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default will occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secur d still become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shill have the right to foreclose the lien hereof, there shall have all other rights provided by the laws of Illinois for the enforcement of a mortgag, debt. In any suit to foreclose the lien hereof, there shall he allowed and included as additional indebtedness in the decree for sale all expenditures. An expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, of thay for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended as a new cost (which may be estimated as to items to be expended as a new cost (which may be estimated as to items to be expended as an assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to proceed such suit of a vidence 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. In addi in 1, 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 rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in or excelent with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall ! e a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations is or the commencement of any suit for the foreclosure hereof after accurated to probate and bankruptey proceedings, to which either of them shall ! e a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or
- 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 only such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebecks: additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unclasses, fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust D cd, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after \$100, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the ten: alue 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 use of sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further tame, 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 not considered as the protection, possession, control, management and operation of the premised suring the whole or sid period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) T. i. is debtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or b corn, superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale of the court of the provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale of the court of the provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale of the court of the provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale of the court of the provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale of the court of the provided such applicati
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense which would not 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 have the right to inspect the premises at all reasonable times an increase thereto shall be period for that purpose.
- * 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee & initiated to record its Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for er, acts or omissic executed in every of his own gross negligence or misconduct or that of the agents or employees of Trustee, and h. m.y require indemnitationary to him before exercising any power herein given.
- 13. Truster shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory (vide tor that all installed on the second by this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory (vide tor that all installed in second by this Trust Deed has been fully paid; and Truster may execute and deliver a release hereof to and at the cruuest of any years who shall either before or after maturity thereof, pseudocr and exhibit to Trustee the principal nate, representing that [11] indebtedness neethy natured has been paid, which representation Trustee may agree as the without inquiry. Where a release is requested of a xixe, soot trustee, this sociation is requested on the ground nate of the principal nate of a xixe, soot trustee, this sociation is a paint toward a restriction between the second or which confirms in substance with the description herein contained of the principal nate and which particular accordance on many instruments identifying some or the principal nate described herein, he may accept as the granules principal at the form described any nate which may be presented and which confirms in substance with the description herein contained of the principal are and which purposes to be executed by the persons herein designated as maken thereof.

been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee,
shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the counts
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 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 at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER, THE NOTE SECURED BY THIS TRUST DEFO
SHOULD BE HIDENTIFIED BY THE TRUSTEE, BEFORE THE
TRUST DEFO IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No.

Trustee
