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RECORDER'S OFFICE BOX NO.

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KAY-23-77 3 7 7 6 8 7 0 23937129 4 A --- fice TRUST DEED (Illinois)

F. 'se with Note Form 14

(I' .erc.' in addition to mont
p ncipal payments) The Above Space For Recorder's Use Only 19_77_, between _ Edgar L. Karn and Gloria A _Karn,_His THIS INDENT! RE, made herein referred to as "Mortgagors," Midlothian State Bank, A Banking Corporation herein referred to as"Tr . 'et "witnesseth: --56/100 , 19 77 , and Two Hundred Twenty Nine and 56/100--any of July lat __day of eac' mo th thereafter to and including the __lst ___day of November__, 19_82_, with a final payment __lst ____day of __December__, 19_82_, with interest on the principal balance from time to time unpaid at Dollars, on the 1st , COUNTY OF _Cook_ City of Chicago Heights Lot 102 in Olympic Terrace Unit No. 2, A Subdivision of part of the Northeast is of part of East is of Northwest is of Section 17, Township 35 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois. 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 p ray with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, g s, all conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), sereens, window shades, storm doors and windows, floor coverings, inader beds, awnings, stoves and water heaters. All of the foregoing are used to be part of said 'real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or article herer feer 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 Trustee, its or his successors and assigns, forever, for the purper, it d 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 Staty of mools, which said rights and benefits the Mortgagors do hereby expressly release and waite.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of th' Trust Deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assign.

Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE
PRINT OR
TYPE NAME(S)

Edgar L. Karn

Gloria A. Karn PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) Karn I, the undersigned, a Notary Public in and for said County, State of Illinois, Climy Co in the State aforesaid, DO HEREBY CERTIFY that Edgar L. Karn and Gloria A. Karn, His Wife personally known to me to be the same person_8 whose name _above. OPRESON JEAU HERE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the ey signed, sealed and delivered the 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. 16th 1977 Given under my hand, and official seal, this.

Commission expires My Commission Expires Oct. 8,19378. May Harriet Buell Commission expires My Comm This Document prepared by: Edna M. Vyhanek 3737 W. 147th St., ADDRESS OF PROPERTY: 103 Kingston Place Midlothian, Illinois 60445 Chicago Heights, Ill. 60411 NAME Midlothian State Bank OVE ADDRESS IS FOR STATISTICAL IS ONLY AND IS NOT A PART OF THIS MAIL TO: ADDRESS 3737 W. 147th St STATE Midlothian, Ill. ZIP CODE 0445

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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 repair, 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 mechanics liens or liens in favor of the United States or other liens or claims for lien or 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 buildings now or at any time in process of crection 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, see service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the ne the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided 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 filighting and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacifor repring the same or to pay in full the indebteness secured hereby, all in companies satisfactory to the holders of the note, under insuran policing and winds of the protection of the note of the policy and shall deliver all policies, including additional and renewal policies, to holders of the note, and case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- case of maurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

 4. 1. case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required or Mr 1gg, tors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encur year, estimate proceeding said progressions of the prior lien or title or claim thereof, or redeem form any tax. "" or "orfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses said or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the "" or potect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein a "no ized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notic a "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 wa." "" o" "y 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, stat mer, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valid it " any lax, 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 election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithsta

- 7. When the indebtedness hereby secured shall be some due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall be the light to foreclose the lien hereof and also shall have all other rights provided by the laws of illinois for the enforcement of a mortgage det. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures a.m. e.g., exes 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, outlays for ocumentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended a fee en'v of the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar s' tas so 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 evid no to bidders at any abs which may be had pursuant to such decree the true condition of the title to or the value of the premises, in addition, all expenditures and expenses of the nature in this paragraph mentioned shall be come and the conditional indebtedness secured hereby and time of a connection with (a) any action, suit or proceeding, including but not limited to probate and bankrupty proceedings, to which either of them shall be . pas, ye inter as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the other as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the other as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the other as a plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby s
- 8. The proceeds of any foreclosure sale of the premises shall be distril uted and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all vivis as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtednes additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining un aid 10 rth, any overplus to Mortgagors, their beirs, legal representatives or assigns as their rights may appear.
- sentatives or assigns as their rights may appear.

 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed. ae ourt in which such complaint 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 solveney or insolveney of Mortgagors at the time of application for such receiver and without regard to the them also 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 Son 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 most a deficiency, during the full statutor period for redemption, whether there be redemption or not, as well as during any further times where Most agors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be no essary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of su diperior. 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) 2 in or of ordeness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become under the orden the enterior of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and except the application is made prior to foreclosure sale; (2) the deficiency in the provided such application is made prior to foreclosure sale; (2) the deficiency in part of the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in the provided such application is made prior to foreclosure sale; (2) the deficiency in the provided such application is made prior to foreclosure s
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be successful. 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 a di acces, 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 colligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for a years or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require a demnities satisfactory to him before exercising any power herein given.
- 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evid use the debtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the content of the person who shall either before or after maturity thereof, produce and establish to Trustee the principal note, representing that all incidence hereof secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor rustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be exceuted by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which roots to be executed by the persons herein designated as the makers thereof; and where release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the 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
- heen 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 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 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 DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instantient No.	C 111	cimonea	,,, ti	c within	1 rust	15000	1143	
identified herewith ür	der	Identifica	tion :	No				

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