

UNOFFICIAL COPY

TRUST DEED

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Box No. 413

23 150 534

THE ABOVE SPACE FOR RECORDERS USE ONLY

A 591066

THIS INDENTURE, made June 20, 1975, between JOHN FASE & BERNICE FASE, HIS WIFE —
herein referred to as "Mortgagor", and
HERITAGE/PULLMAN BANK ~~XXXXXXXXXXXXXXXXXXXX~~,
an Illinois corporation doing business in Chicago, Illinois, herein referred to as Trustee, witnesseth:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described,
said legal holder or holders being herein referred to as Holders of this Note, in the principal sum of
FORTY SIX THOUSAND AND 00/100 Dollars,
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance
of principal remaining from time to time unpaid at the rate of Nine (9) per cent per annum in instalments as follows:
FORTY SIX THOUSAND AND NO/100 (\$46,000.00)
Dollars on the 18th day of October 1975 and

Dollars on the day of thereafter until said note is fully paid except the final payment of
principal and interest, if not sooner paid, shall be due on the day of 1975. All such
payments on account of the indebtedness evidenced by said note 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
rate of 9 per cent per annum, and all said principal and interest being made payable at such banking house or trust
company in Chicago, 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 Heritage Bank of Country Club Hills, Illinois.

NOW, THEREFORE, the Mortgagors to secure payment of the said principal sum of money and said interest in accordance with the terms, provisions
and limitations of this trust 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 whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the
Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the
COUNTY OF Cook AND STATE OF ILLINOIS,
to wit:

Lot 1, in Kaup's Golden Autumn Subdivision, being a subdivision of part of the
East 20 rods of the West 60 rods of the South 80 rods of the Northwest 1/4 of
Section 29, Township 36 North, Range 13, East of the Third Principal Meridian,
in Cook County, Illinois.

500

THIS INSTRUMENT WAS PREPARED BY:
HERITAGE BANK OF COUNTRY CLUB HILLS
Name: *Marianne DeVree*
4101 W. 133rd ST.
COUNTRY CLUB HILLS, ILLINOIS

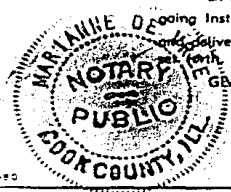
which, with the property hereinafter described, is referred to herein as the "premises."
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long
and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and of 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 doors, windows, floor
coverings, in-door beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whenever 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 HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the covenants and trusts
herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and
benefits the Mortgagors do hereby expressly release and waive.
This Trust Deed consists of two pages, the conditions and provisions appearing on this page and on page two (the reverse side hereof) are incorporated
herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

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

John Fase (SEAL) *Bernice Fase* (SEAL)
John Fase Bernice Fase
(SEAL) (SEAL)

STATE OF ILLINOIS, } ss. *Marianne DeVree*
County of Cook } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
John Fase & Bernice Fase, his wife
who are personally known to me to be the same persons whose name subscribed to the fore-
going Instrument, appeared before me this day in person and acknowledged that they signed, sealed
and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein
including the release and waiver of the right of homestead.
GIVEN under my hand and Notarial Seal this 20th day of June, A. D. 1975.



Marianne DeVree
Notary Public.

23 150 534

1. Mortgages shall (1) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' 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 premises anterior 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; and make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall be liable for the payment of all general real estate taxes and shall deposit or cause to be deposited with the Trustee named in this Trust Deed or with the legal holder of the note referred to herein on the first day of each and every month during the term of said loan a sum equal to one twelfth of the estimated general real estate taxes next accruing against said premises computed on the amount of the last ascertainable real estate taxes. Mortgages shall pay special taxes, special assessment water charges, sewer charges and other charges against the premises when due and shall upon written request furnish to Trustee or to holders of the note a receipt therefor in duplicate receipts therefor.

3. Mortgages shall cause all buildings and improvements now or hereafter situated on said premises to be insured against loss or damage by fire, lightning or wind-storm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay or full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, under insurance policies 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 insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration. Mortgages shall deposit with the Trustee an amount equivalent to one twelfth of the annual insurance premiums on the first day of each and every month during the term of said loan. The amounts deposited under the real estate tax reserve and insurance reserve referred to in paragraphs two and three hereof shall be held by the Trustee or the legal holder of the note as and for a Sinking Fund to be used by the Trustee or the legal holder of the note to pay the general real estate taxes levied against said premises and insurance premiums as and when the same become due and payable.

4. In 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 Mortgages in any form 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 lien or other prior lien or title or claim thereon, or defend from any tax, sale or foreclosure 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 attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each such act concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum (fraction 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 Mortgages).

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, foreclosure, tax lien or title or claim thereon.

6. Mortgages 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 Mortgages, 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, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgages herein contained. Any deficiency in the amount of any monthly payment shall constitute an event of default and the Trustee or the holders of the note secured hereby may collect a "late charge" on each payment more than fifty days in arrears to cover the extra expense involved in handling delinquent payments.

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 or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlay for documentary and expert evidence, abstracts, 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 holders at any sale which may be had pursuant to such decree the true condition of the title to 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 rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with 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 commencement of any suit for the foreclosure hereof after accrual of such time to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might impair the premises or the security hereby secured, 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, in full; second, 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 note, monthly, six months, or years thereon, with interest thereon, as their rights may appear.

9. 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 objection or insolvency of Mortgages at the time of application for such receiver and without regard to the title to 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 redemptor or not, as well as during any further time when Mortgages, except for the intervention of such receiver, may be entitled to collect such rents, issues and profits, and all other moneys which may be necessary or are used 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 time may authorize the receiver to execute any deed 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 assessment or other lien which may be or become 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 and deficiency.

10. No action for the enforcement of the lien or of any provision 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 have 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 by his or any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents 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 thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee may require 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 may accept as true without further investigation or proof, provided that such person shall execute and deliver to Trustee a written acknowledgment of payment, which acknowledgment a certificate of identification purporting to be executed by a prior trustee hereunder of which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers hereof, and where the release is required of the original trustee and it has never executed a certificate or any instrument identifying same as the note described hereby, or if accept as the genuine note hereby 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 herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Recorder of Deeds 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 to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages and the word "Mortgages" 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.

16. In the event of the sale or transfer of the Title to the premises described herein, the holder of the note secured hereby may at its option declare the entire amount of the indebtedness to be immediately due and payable.

IN THE EVENT OF THE SALE OR TRANSFER OF THE TITLE TO THE PREMISES DESCRIBED HEREIN, THE HOLDER OF THE NOTE SECURED HEREBY MAY AT HIS OPTION DECLARE THE ENTIRE AMOUNT OF THE INDEBTEDNESS TO BE IMMEDIATELY DUE AND PAYABLE.

COOK COUNTY FILED

JUL 15 2 27 PM '75

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IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THIS TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under identification No PULLMAN BANK AND TRUST COMPANY

Assistant Vice President Assistant Secretary

D NAME HERITAGE/PULLMAN
E STREET BANK AND TRUST COMPANY
L CITY 1000 EAST 111th STREET
I CHICAGO, ILLINOIS 60605
V OR
E INSTRUCTIONS
R RECORDER'S OFFICE BOX NUMBER 413.

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE