23 192 486

This Indenture, Made

April 11

KIRK R. DE BOER and DEBORAH DE BOER, his wife

herein referred to as "Mortgagors," and

Alsip Bank

777, ois banking corporation doing business in Alsip, Illinois, herein referred to as TRUSTEE, witnesseth:

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and

interest from disburs ment date on the balance of principal remaining from time to time unpaid at per cer t per annum in instalments as follows: THREE HUNDRED FIRY FIVE AND NO/100----(\$355.00)-----

first Dollars on the

19 75 and THREE HUNDRED FIFTY FIVE & NO/100

(\$355.00) Dollars on the first

day of eachand every month

thereafter until said note is fully paid except that the final payment of principal and

interest, if not sconer paid, shall be due on the first day of May 1995. 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 1 rin apal; provided that the principal of each instalment unless paid when due shall bear interest at the law in un rate permitted by law, and all of said principal of each instalment the principal of each instalment and the law in un rate permitted by law, and all of said principal of each instalment and the law in un rate permitted by law, and all of said principal of each instalment and the law in un rate permitted by law, and all of said principal of each instalment and the law in unit of the indebtedness evidenced by law, and all of said principal of each instalment and the law in unit of the indebtedness evidenced by law, and all of said principal of each instalment and the law in unit of the indebtedness evidenced by law and all of said principal of each instalment and the law in unit of the indebtedness evidenced by law and all of said principal of each instalment and the law in unit of the law in uni

cipal and interest being made payable at such banker, house or trust company in Alsip

Illinois, as the holders of the note mry from time to time, in writing appoint, and in

absence of such appointment, then at the office of Alsip Bink, 11900 S. Crawford in said City,

This Trust Deed and the note secured hereby are not assumable and income immediately due and payable upon vesting of title in other than the grantogles of the Trust Part. in full upon vesting of title in other than the grantor(s) of the Trust Decd.

NOW, THEREFORE, the Mortgagors to secure the 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 Mertgr 5 rs to be performed, and also in consideration of the sum of One Dollar in hand paid, the reach whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trusce, it successors and assigns, the following described Real Estate and all of their estate, right, title and in crest therein, situ-

ate, lying and being in the Village of Palos Park County or Cook to wit:

The North 277.35 feet of the East 130 feet of Lot 4 in Grover C. Elmore & Company's Palos Park Estates, being a Subdivision of the Northwest ½ of the Southwest ½ of Section 35, Township 37 North, Range 12 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 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, refrightation (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm

doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foreroing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the ortgagors or their successors or assigns shall be considered as constituting part of the real estate.

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TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, for eve, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits ...n'cr and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and b. nef.s the Mortgagors do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Mortgag re shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and "ap ir, without waste, and free from mechanic's or other lions or claims for lien not expressly subordinate "the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge or 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; (4) complete within a reasonable time any baiding or buildings now or at any time in process of crection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before an renalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, ...r service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder alor taggors shall pay in full under protest, in the man-coner provided by statute, any tax or assessmen which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings and mp ovements now or hereafter situated on said consists insured against loss or damage by fire, light ning or windstorm under policies providing for payment by the insurance companies of moneys sufficient citer to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured by relating the same or to pay in full the indebtedness secured by relating the satisfactory to the holders of the note, under insurance policies payable, in any 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 del tional 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.
- 4. In case of default therein, Trustee or the holders of the no e may but need not, make any payment or perform any act hereinbefore required of Mortgagors in any orm and manner deemed expedient, and may, but need not, make full or partial payments of princ out or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax new or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting aid premises or contest any tax or assessment. All moneys paid for any of the purposes herein authoricand 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 lier lereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immedicand use and payable without notice and with interest thereon at the maximum rate permitted by law Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to the 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, 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, 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 option of the holders of the note, and without notice to Mortgagors, 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 instalment 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 Mortgagors herein contained.
- 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, outlays for documentary and expent evidence, stenographers' 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 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. 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 maximum rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with (a) 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) preparatiess for the com-

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mencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, 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 receedings, including all 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 evidence by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on he note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their "g": may appear.
- 9. Upon that any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed thay appoint a receiver of said premises. Such appointment may be made either before or after the without notice, without regard to the solvency of insolvency of Mortgagors at the time of application is such receiver and without regard to the then value 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 so he oreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and a rother powers which may be necessary or are usual 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 the row anotherize the receiver to apply the net income in his hands 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 the replication is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the list of 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.
- 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 rarpose.

- 12. Trustee has no duty to examine the title, location, casternes, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exact sex pressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents are employees of Trustee, and it may require indemnities satisfactory to it before exercising any power here a 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 execute 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 later representing that all indebtedness hereby 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 conforms in substance with the description berein contained of the note and which purports to be executed by the persons herein designated at he makers thereof; and where the release is requested of the original trustee and it has never executed deer income in the properties of the persons herein described any note which may be presented and which conforms in substance with an description herein contained of the note and which purports to be executed by the persons herein described easily and description herein contained of the note and which purports to be executed by the persons herein description herein contained of the note and which purports to be executed by the persons herein description herein contained of the note and which purports to be executed by the persons herein description herein contained of the note and which purports to be executed by the persons herein description herein contained of the note and which purports to be executed by the persons herein description herein contained of the note and which purports to be executed by the persons herein description herein contained of the note and which purports to be executed by the persons herein description.
- 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 been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, then Chicago Title and Trust Company shall be the first Successor in Trust, and in case of its resignation, inability or refusal to act the then Recorder of Decds 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 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.

The mortgager hereby waives any and all rights of redemption from sale under any order or decree of foretioning of this trust deed, on its own behalf and on behalf of once and every person, except decree or judgement conditors of the mortgager, acquiring any interest in or title to the premises subsequent to the date of this trest deed.

WITNESS the hand and seal of Mo	rtgagors th	ie day and year i	first above written.	
Kirk R. DeBoer [8	RAT-1 A	Colored L	ALBUR 1	IZAZ.]
Kirk R. DeBoer		Deborah DeBoe	r	
[6	RAIL]		[(MAIL]

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STATE OF IL	LINOIS, } ss.	ding in said County, in the	State aforesaid, DO	
	who _are_ personally known to me subscribed to the foregoing Instruction of acknowledged thatthey	ment, appeared before me signed, scaled and delive ary act, for the uses and p wer of the right of homeste	this day in person red the said Instru- ourposes therein set and. A DETOCATION OF THE SECOND OF THE	
MAIL TE	ER RECORDING HIS INSTRUMENT TO ALSIP DAINT 11905 S. CRAWOORD AVE. ALSIP, ILLINOIS 60658	I M P O R T A N T For the protection of both the borrower and lender, the note secured by this Trust Deed should be ic multipled by the Trustoe named he will before the Trust Deed is filed in record.	The Instalment Note vie. vie. oc. in the within Trust Deed has bee, id m' iled herewith under Identification No. (33-2-03) 20-510-310/1 Additional Additi	
Box TRUST DEED	To ALSIP BANK Trustee PROPERTY ADDRESS 8701 Mest 131st Street Palos Park, 111inois	THIS INSTRUMENT WAS PREPARED BY NAMEADDRESS	ALSIP BANK 11900 South Crawford Avenue Alaip, Illinois 60639 (1) 118 (140)	
	AND OF RECORD	ED BACTUR		