

# UNOFFICIAL COPY

GEORGE E. COLES FORM No. 206  
LEGAL FORMS May, 1969

TRUST DEED (Illinois)  
Principals with Interest Payments  
(Monthly payments including interest)

23 241 795

REC'D 2 M 13 61

601-2-77 71650 - 23 241 795 - A - 50

The Above Space For Recorder's Use Only

THIS INSTRUMENT, made Sept. 25, 1975, between Raymond J. Edling, his wife Maureen L. Edling, his wife, and First National Bank of Oak Lawn, herein referred to as "Mortgagors," and

herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer,

and delivered, in and by which note Mortgagors promise to pay the principal sum of Two Thousand Nine Hundred Seventy Five and 04/100 Dollars, including interest from Sept. 25, 1975 at the rate of 13.65 per cent per annum, such principal sum and interest to be payable in installments as follows: Eighty Two and 64/100 Dollars on the 25th day of Oct. 1975 and Eighty Two and 64/100 Dollars on the 25th day of each and every month hereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 25th day of Sept. 1978; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 13.65 per cent per annum, and all such payments being made payable at First National Bank of Oak Lawn.

and at such other places as the legal holder of the note may, from time to time, in writing appoint, which note further provides that as the election of the legal holder thereof and without loss of the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment, if results in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof, in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentation for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, at 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, Mortgagors by these presents CONVEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, lying and being in

COUNTY OF

AND STATE OF ILLINOIS, to wit:

Lot 10 (except the North 5 feet) and Lot 11 in Block 5 in L. B. Crandall's Oak Lawn Subdivision, being a Subdivision of the West half of the Southwest Quarter and part of the East half of the Southwest Quarter of Section 4, Township 37 North, Range 13 East of the Third Principal Meridian.

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, appurtenances thereto belonging, as all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto, which rents, issues and profits are used primarily and on a parity with said real estate and not secondarily, and all fixtures, apparatus, equipment or articles now or hereafter herein or thereon used to supply heat, gas, water, light, power, refrigeration, air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, awnings, storm doors and windows, floor coverings, indoor bats, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto 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 HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purposes, and 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 State of Illinois, which said rights and benefits Mortgagors do hereby expressly release and waive.

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Deed) are incorporated herein by reference and hereby are made a part hereof of the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

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

PLEASE  
PRINT OR  
TYPE NAME(S)  
BELOW  
SIGNATURE(S)

*Raymond J. Edling* (Seal) *Maureen L. Edling* (Seal)  
*Raymond J. Edling* (Seal)

State of Illinois, County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Maureen L. Edling, personally known to me to be the same person, as whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes thereto set forth, including the release and waiver of the rights of homestead.

Given under my hand and official seal, this 25th day of September, 1975.

Prepared by Diane De Jong  
First National Bank of Oak Lawn  
9430 S. Cicero  
Oak Lawn, Ill. 60454

NAME \_\_\_\_\_

ADDRESS OF PROPERTY  
3122 S. 56th Ave.  
Oak Lawn, Ill.

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED.

SEND SUBSEQUENT TAX BILLS TO:

MAIL TO: ADDRESS \_\_\_\_\_

CITY AND STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

(Name) \_\_\_\_\_  
(Address) \_\_\_\_\_

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

DOCUMENT NUMBER  
111-111-111-111

# UNOFFICIAL COPY

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2 (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 destroyed; (3) keep said premises free from mechanics' 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 holder of the note; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises, and 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 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 receipt 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 the amount of indebtedness secured hereby, in companies 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 insuring about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of a default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor 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 liens or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any and all purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other amounts advanced by Trustee or the holders of the note in the defense of the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning the which action herein may arise, may be taken, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and the interest thereon at the rate of seven per cent per annum, accrued by 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 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 thereon.

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 note, principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything in the principal 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 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 the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of debtors for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included in addition to the attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and evidentiary 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, title certificates, and similar items, with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to cause to bidders at any sale which may be held 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 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 (a) any action, suit or proceeding, including but not limited to 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 the suit of such as 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 proceedings, including all such items as are mentioned in the preceding paragraph hereof, and, all other items which under the terms hereof constitute secured indebtedness, additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining, up to a final, 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 Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made earlier before or after suit, without regard to the solvency or otherwise occupied by a homestead or not and the Trustee or receiver may be appointed as soon as possible after which 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 for redemption, whether there be a redemption or not, as well as during any further time when Mortgagors, except for the intervention of the protection, possession, control, management and operation of the premises, shall be entitled to a trial in such cases for the protection, possession, control, management and operation of the premises in whole or in part, to the extent of the indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be on the property 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 a deficiency.

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 be good and available to the party intervening 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.

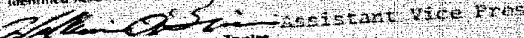
12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall he be obligated to respond to this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor is he for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities 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 valid, duly executed, and acknowledged instrument, who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note representing the note indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested by a successor trustee such successor trustee may accept the genuine note herein described and note which bears a certificate of identification purporting to be executed by prior trustee hereunder or which conforms in substance to the instrument described above, and where the release is requested of the original note, 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 makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Registrar of Titles in which this instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, it shall first Successor in Trust and in the event of his or her 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 the indebtedness or any part thereof, whether or not such persons shall have executed the principal note of 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 Installment Note mentioned in the within Trust Deed has been identified hereunder under Identification No. 020-10060  
  
Assistant Vice Pres  
Trustee

END OF RECORDED DOCUMENT