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This Indenture, Made November li

19 75 , between

Anton Heger and Katharina Heger

herein referred to as "Mortgagors," and

Riverdale Bank

an Illinois ben ing corporation doing business in Riverdale, Illinois, herein referred to as TRUSTEE, witnesseth:

BEARER RIVERDALE BALE and delivered, in and by which san' Note the Mortgagors promise to pay the said principal sum and

on the balance of principal remaining from time to time unpaid at MONTHLY interest

the rate of per cent per w aum in instalments as follows: Two landred Twenty & 86/100----

day of Lear abor 1975 and Two Hundred Twenty & 86/100----Dollars on the Sth 5th day of each MONTH Dollars on the

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

interest, if not sooner pand, shall be due on the fall day of Sovember 19 80. All such payments on account of the indebtedness evidenced by aid note to be first applied to interest on the unpand principal balance and the remainder to principal provided that the principal of each instalment unless pand when due shall bear interest at the maximum are permitted by law, and all of said principal of the principal of the control of the principal of the payments of the principal of the payments of the paymen

cipal and interest being made payable at such banking house of trust company in

Riverdule, Illinois, as the holders of the note may, from tire to time, in writing appoint, and in Riverdage Bank in said Gity, absence of such appointment, then at the office of

This Trust Deed and the note secured hereby are not assumable and become ir mediately due and payable [S] in full upon vesting of title in other than the grantor(s) of the Trust Deed.

NOW, THEREFORE, the Mortgagors to secure the payment of the sand 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 Mortgagor. The 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 siccessors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situ-

ate, lying and being in the South Holland to wit: , County or Cook

Lot 105 and North 2 feet of Lot 106 in Second Addition to Catalina a Subdivision of part of the South West $\frac{1}{4}$ of Section 23 Township 36 North, Range 11 East of the Third Principal Meridian

This incument was prepared by Alma Schulte, Bivordale bank, Rivordale, 1111nois 60677 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 Mortgagora 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, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm

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

TO HAVE AND 'O HOLD the premises unto the said Trustee, its successors and assigns, forever, for the pur asset, 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 the Mortgag via declarate expressly release and waive.

IT IS FURTHER UNLELSTOOD AND AGREED THAT:

- 1. Mortgagors shall (1) prometry repair, restore or rebuild any buildings or improvements now or hereafter on the premises which is become damaged or be destroyed; (2) keep said premises in good condition and repair, without are, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien Levech '3) pay when due any indebtedness which may be secured by a lien or charge on the premises support to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior Lent 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 lie with remaining the remainers and the use thereof; (6) make no material after wions in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty atte more 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 Tristee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors hall ay 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 or windsto m under policies providing for payment by the insurance companies of moneys sufficient either to p.v.ne cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or dan ige, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the stands of nortgage clause to be attached to each policy, and shall deliver all policies, including additional and rome all policies, to hold ers of the note, and in case of insurance about to expire, shall deliver renewal policies not less than tendays prior to the respective dates of expiration.
- 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 Mortgagors in any form and moment 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 of ter prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premise, or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all ereasonal 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 matter concerning which action herein authorized hay be taken, shall be so much additional indebtedness secured hereby and shall become immediately one 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 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 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 sake 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 expert 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 bank-ruptcy 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 com-

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 proceedings, 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 untaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- S. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bell it filed may appoint a receiver of said premises. Such appointment may be made either before or ofter ale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shill be then occupied as a homestead or not and the Trustee hereunder may be appointed as 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 edemption, whether there he 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 proms and all other powers which may be necessary or are usual in such cases for the protection, possession, coloud, management and operation of the premises during the whole of said period. The Court from the to time may authorize the receiver to apply the net income in his hands in payment in whole or in art of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, rein 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 decircle.
- 10. No action for the enforce of at of the lieu or of any provision hereof shall be subject to any defense which would not be good and a mable 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 legation, existence, or condition of the premises, nor shall Trustee be obligated to record this trust died or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for my acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the algebra comployees 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 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 o Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as the genuine note herein described any note which bears a certificate of i.e. in ation purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein design; ed as the makers thereof; and where the release is requested of the original trustee and it has no er executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein 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 person sherein 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 person's herein 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 person's herein 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 person's herein described any note which may be presented and which conforms in substance with the
- It Trustee may resign by instrument in writing filed in the office of the R corder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the ergistration, inability or refusal to act of Trustee, then Chicago Title and Trust Company shan by Conjust Successor in Trust, and in case of its resignation, inability or refusal to act the then Recorder of Decis of the county in which the premises are situated shall be second Successor in Trust. Ary Successor in Trust hereunder shall have the identical title, powers and authority as are hereunder. 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 chaining 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.

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STATE OF ILLINOIS, }				
County or Cook S				
a Notary P	The Understantal ublic in and for and residual	ding in said County, i	in the State aforesaid	DO
HEREBY	CERTIFY THAT Anton	n Heger and Kathar	ina Heger, his wife	÷
			, wagers w	
who are subscribed	personally known to me to the foregoing Instru	to be the same pers ment, appeared befor	on_a whose nameu re me this day in per	son
and acknow	ledged that they	signed, scaled and o	lelivered the said Ins	tru-
ment as forth, include	A free and volunta ling the release and wais	ary act, for the uses ver of the right of ho	and purposes therein	set
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AFTER RECORDIN		Part da rot	Totalment Note mentioned in the within Trust Deed has been identified herewith under Identification No.	2.
MAIL THIS INSTRUMEN		V J h the bor te secure be identi red bersi	d in the person berson N.K.	d'the .
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