

UNOFFICIAL COPY

TRUST DEED—Short Form
(Ins. and Receiver)

FORM No. 831
September, 1975

GEORGE E. COLE*
LEGAL FORMS

APR 26 7 866 2U 513G

24 418 745

THIS INDENTURE, made this 6th day of April 1978,
 between GEORGE C. SMITH AND ROSE MARIE SMITH, his wife,
 of the Village of Orland Park, County of Cook
 and State of Illinois, Mortgagor,
 and George F. Gee
 of the Village of Orland Park, County of Cook
 and State of Illinois, as Trustee,

12.00

WITNESSETH THAT WHEREAS, the said GEORGE C. SMITH AND ROSE MARIE SMITH, his wife,
 justly indebted upon 10 principal notes in

aggregate
 the sum of THIRTY FIVE THOUSAND AND NO/100 ** (\$35,000.00) * * * * * Dollars, due
 Principal Note 1 being an instalment note in the principal sum of \$5,000.00 with
 interest thereon at the rate of $8\frac{1}{2}$ per cent per annum payable monthly on the whole
 amount of said principal sum remaining from time to time unpaid, said principal
 sum and interest are payable as follows: \$87.50 on the 6th day of May, 1978 and
 \$87.50 or more on or before the 6th day of each and every month thereafter, until
 said principal sum and interest have been fully paid, each payment on said Principal
 Note 1 is to be first applied to the payment of interest and the balance on account
 of principal and unless ~~paid~~ paid the balance remaining unpaid on said note is due
 on April 6, 1985, Principal Notes 2 through 5, each being in the principal sum of
 \$5,000.00 and Principal Notes 6 through 10, each being in the principal sum of
 \$2,000.00, each of said Principal Notes 2 through 10, both inclusive, is due on or
~~with interest at the rate of 8 1/2 per cent per annum payable~~ before seven (7) years after date,
 payable semi annually as evidenced by 126 interest coupons, 14 of which coupons are
 attached to each of said Principal Notes 2 through 10, both inclusive, one of each
 of the coupons attached to each of said principal Notes 2 through 10, both inclusive,
 maturing at each semi annual date after the date of each of said principal notes,
 the interest coupons attached to the \$5,000.00 principal notes each being in the
 sum of \$21250, and the interest coupons attached to the \$2,000.00 principal notes
 each being in the principal sum of \$85.00, all of said principal notes and said
 interest coupons

~~xxxxxxx~~ bearing even date herewith and being payable to the order of F. RER

at the office of Orland State Bank, Orland Park, Illinois
 or such other place as the legal holder thereof may in writing appoint, in lawful money of the United States, and
 bearing interest after maturity at the rate of ~~xxx~~ per cent per annum.

Each of said principal notes is identified by the certificate of the trustee appearing thereon.

NOW, THEREFORE, the Mortgagor, for the better securing of the said indebtedness as by the said note evi-
 denced, and the performance of the covenants and agreements herein contained on the Mortgagor's part to be per-
 formed, and also in consideration of the sum of ONE DOLLAR in hand paid, does CONVEY AND WARRANT
 unto the said trustee and the trustee's successors in trust, the following described real estate situated in the

County of Cook and State of Illinois, to wit:
 Lots 42, 43, and 44 inclusive, in Block 7 in People's Orland Park Addition in Orland
 Park, being a Subdivision of that part North and West of Wabash Railroad of the
 East half of the North West quarter of Section 9, Township 36 North, Range 12,
 East of the Third Principal Meridian, (except the North 4 acres thereof) in Cook
 County, Illinois.

mail To:

This Document Prepared By
 E. KENNETH FRIKER
 111 W. Washington Street
 Chicago, Illinois 60602

24 418 745

This instrument was prepared by _____
 (NAME AND ADDRESS)

Box 924

Together with all the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof and all gas and electric fixtures, engines, boilers, furnaces, ranges, heating, air-conditioning and lifting apparatus and all fixtures now in or that shall hereafter be placed in any building now or hereafter standing on said land, and all the estate, right, title and interest of the Mortgagor of, in and to said land, hereby expressly releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois; TO HAVE AND TO HOLD the same unto the said trustee and the trustee's successors in trust, FOREVER, for the uses and purposes, and upon the trusts herein set forth.

And the Mortgagor does covenant and agree as follows: To pay said indebtedness and the interest thereon as herein and in said notes provided; to pay all taxes and assessments levied on said premises as and when the same shall become due and payable and to keep all buildings at any time situated on said premises in good repair and to suffer no lien of mechanics or material men, or other claim, to attach to said premises, to pay all water taxes thereon as and when the same shall become due and payable and neither to do, nor suffer to be done, anything whereby the security hereby effected or intended so to be shall be weakened, diminished or impaired; to keep all buildings which may at any time be situated upon said premises insured in a company or companies to be approved by the trustee and the trustee's successors in trust, or the legal holder of said note or notes, against loss or damage by fire (with extended coverage) for the full insurable value of such buildings for an amount not less than the amount of the indebtedness secured hereby and to cause such insurance policies, with the usual mortgage clause attached or other sufficient endorsement, to be deposited with trustee as additional security hereunder and upon failure to so secure and deposit such insurance policies, said trustee or the trustee's successors in trust, or the legal holder of the note or notes, is hereby authorized to procure the same, and all the moneys which may be advanced by said trustee or the trustee's successors in trust, or by the legal holder of said note or notes, or any of them, for the aforesaid purposes, or any of them, or to remove encumbrances upon said premises or in any manner protect the title or estate hereby conveyed, or expended in or about any suit or proceedings in relation thereto, including attorneys' fees, shall with interest thereon at eight per cent per annum, become so much additional indebtedness secured hereby; but nothing herein contained shall render it obligatory upon said trustee or the trustee's successors in trust, or the legal holder of said note or notes, to so advance or pay any such sums as aforesaid,

In the event of a breach of any of the aforesaid covenants or agreements, or in case of default in payment of any note or notes secured hereby, or in case of default in the payment of one of the installments or interest thereon, and such default shall continue for thirty (30) days after such installment becomes due and payable, then at the election of the holder of said note or notes or any of them, the said principal sum together with the accrued interest thereon shall at once become due and payable; such election being made at any time after the expiration of said thirty (30) days without notice, and thereupon the legal holder of said indebtedness, or any part hereof, or said trustee or the trustee's successors in trust, shall have the right immediately to foreclose this trust deed and upon the filing of a complaint for that purpose, the court in which such complaint is filed, may at once and without notice appoint a receiver to take possession or charge of said premises free and clear of all homestead rights or interests, with power to collect the rents, issues and profits thereon, during the pendency of such foreclosure suit and until the time to redeem the same from any sale made under any decree foreclosing this trust deed shall expire, and in case proceedings shall be instituted for the foreclosure of this trust deed, all expenses and disbursements paid or incurred in behalf of the plaintiff, including reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges, costs of procuring a complete abstract of title, or commitment for title insurance, showing the whole title to said premises, embracing such foreclosure decree, shall be paid by the said Mortgagor, and such fees, expenses and disbursements shall be so much additional indebtedness secured hereby and shall be included in any decree entered in such proceedings for the foreclosure of this trust deed, and such proceedings shall not be dismissed or a release hereof given until all such fees, expenses and disbursements and all the costs of such proceedings have been paid and out of the proceeds of any sale of said premises there may be under such decree of foreclosure of this trust deed, there shall be paid, First: All the cost of such suit, including advertising, sale and conveyance, attorneys', stenographers' and trustees' fees, outlays for documentary evidence and costs of such abstract and examination of title. Second: All moneys advanced by the trustee or the trustee's successors in trust or the legal holder of said note or notes, or any of them for any other purpose authorized in this trust deed, with interest on such advances at eight per cent per annum. Third: All the accrued interest remaining unpaid on the indebtedness hereby secured. Fourth: All of said principal sum remaining unpaid. The overplus of the proceeds of sale shall then be paid to the Mortgagor or to his legal representatives or assigns on reasonable request.

In case of the default of the payment of the indebtedness secured hereby or the breach of any of the covenants and agreements entered into on the Mortgagor's part, the Mortgagor hereby waives all right to the possession, income and rents of said premises, and it thereupon shall be lawful for the trustee or the trustee's successors in trust, to enter into and upon and take possession of said premises and to let the same and receive and collect all rents, issues and profits thereof.

AND THE Mortgagor further agrees that in case of a foreclosure decree and sale of said premises thereunder, all policies of insurance provided for herein may be rewritten or otherwise changed so that the interest of the owner of the certificate of sale, under such foreclosure, shall be protected to the same extent and in like manner as the interest of the legal holder of the note or notes herein described is protected by such policies.

Upon full payment of the indebtedness aforesaid and the performance of the covenants and agreements hereinbefore made by the Mortgagor, a reconveyance of said premises shall be made by the said trustee, or the trustee's successors in trust to the Mortgagor upon receiving reasonable charge therefor, and in case of the death, resignation,

24 418 745

UNOFFICIAL COPY

or removal from said Cook County, or other inability to act of said trustee, when any action hereunder may be required by any person entitled thereto, then Ronald N. Johnson is hereby appointed and made successor in trust herein, with like power and authority as is hereby vested in said trustee.

"Legal holder" referred to herein shall include the legal holder or holders, owner or owners of said note or notes, or indebtedness, or any part thereof, or of said certificate of sale and all the covenants and agreements of the Mortgagor herein shall extend to and be binding upon Mortgagor's heirs, executors, administrators or other legal representatives and assigns.

In the event of the death, resignation, absence or removal from said Cook County of said Successor in Trust, or other inability to act of said Successor in Trust when his action hereunder may be required by any person entitled thereto, then the then acting Recorder of Deeds of Cook County, Illinois, hereby is appointed and made Second Successor in Trust, and is hereby invested with like power and authority as is herein vested in said trustee.

The premises herein granted unto the said Trustee and his successors, are granted for the purposes and upon the uses and trusts herein set forth, and for the equal security of said Principal Notes hereinabove described and the interest notes thereto attached, without preference or priority of any one of said Principal Notes and the interest notes thereto attached, over any of the others by reason of priority of time of maturity, or of the negotiation thereof or otherwise.

Second party is hereby authorized to renew at the expense of first party, in whatever company or companies may be acceptable to second party any existing policy or policies of insurance on the above premises expiring while the indebtedness secured hereby, or any part thereof, remains unpaid.

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

George C. Smith (SEAL)
George C. Smith (SEAL)

Rose Marie Smith (SEAL)
____ (SEAL)

The note or notes mentioned in the within trust deed have been identified herewith under Identification No. 80-909-8

Trustee

24 418 745

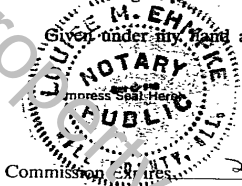
UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Louise M. Ehmpke, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GEORGE C. SMITH AND ROSE MARIE SMITH, his wife,

personally known to me to be the same persons, whose names are subscribed to the foregoing 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 set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and official seal this 6th day of April, 1978



Commission Expires 2/16/82

Louise M. Ehmpke
Notary Public
acting in Cook County

COOK COUNTY, ILLINOIS
FILED FOR RECORD
APR 26 1978 9 00 AM

RECORDS OF DEEDS
*24418745

Box 924

Trust Deed

Insurance and Receiver

TO

ADDRESS OF PROPERTY:

MAIL TO:

GEORGE E. COLE

END OF RECORDED DOCUMENT