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GEORGE E. COLE LEGAL FORMS FORM NO. 206 September, 1975

TRUST DEED (Illinois) For use with Note Form 1245 (Monthly payments including interest)

SEP 26 9 09 AM '77

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SEP 26 65-74-515W

The Above Space For Recorder's Use Only

THIS INDENTURE, made September 22, 1977, between KENNETH RICHARD SKAGGS & KATHRYN L. SKAGGS, his wife, RICHARD F. MIESSLER

herein referred to as "Trustee" and others; That, Whereas Mortgages are hereby 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 said Mortgagors promise to pay the principal sum of TWENTY-FIVE THOUSAND & NO/100 (\$25,000.00) Dollars, and interest from date

on the balance of principal remaining on time to time unpaid of the rate of 8-1/2 per cent per annum, such principal sum and interest to be payable in installments as follows: TWO HUNDRED ONE & 32/100 (\$201.32) Dollars on the 10th day of November 1977, and \$201.32, or more at maker's option

on the 10th day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 10th day of November, 2002. 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 to the extent not paid when due to bear interest after the date for payment thereof, at the highest legal rate per annum, and all such payments to be made payable at ADDISON STATE BANK, 205 N. Addison Rd., Addison, Ill. 60101

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, and a performance of the covenants and agreements therein contained, by the Mortgagors to be performed and done in fulfillment of the sum of the said note and said note, the receipt whereof is hereby acknowledged, Mortgagors by these presents (COVENANTS) and WARRANT under the Seal of their hands, successors and assigns, the following described Real Estate, with all of their estate, right, title and interest therein, situate, being and being in the Village of Hoffman Estates, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 9 in Block 138 in the Highlands at Hoffman Estates XI, being a Subdivision of part of the East half of the South East quarter of Section 9, Township 41 North, Range 10, East of the Third Principal Meridian, in Schaumburg Township according to the plat thereof recorded May 6, 1960 as Document 17848413 in Cook County, Illinois.

(In addition to the above payments, makers agree to deposit an amount equal to 1/12 of the estimated annual real estate taxes each month.)

12.00

Each, with the property hereinafter described, is hereby conveyed to the Trustee... TO HAVE AND TO HOLD the above premises... TO HAVE AND TO HOLD the above premises... 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 the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

PLEASE PRINT OR TYPE NAMES BELOW SIGNATURE(S)

KENNETH RICHARD SKAGGS

KATHRYN L. SKAGGS

State of Illinois, County of DuPage

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KENNETH RICHARD SKAGGS and KATHRYN L. SKAGGS, his wife,

personally known to me to be the same person(s) whose name(s) 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 rights of homestead.

IMPRESS SEAL HERE

Given under my hand and official seal, this August 22, 1977

SEPTEMBER 1977 Notary Public

This instrument was prepared by KURT HEERWAGEN, 552 North Mannheim Road, Hillside, Illinois.

(NAME AND ADDRESS)

ADDRESS OF PROPERTY: 152 Jefferson Hoffman Estates, Illinois

MAIL TO:

NAME: ADDISON STATE BANK 205 N. Addison Rd. Addison, IL 60101

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT TO BE USED FOR THE MAILING OF ANY DOCUMENTS OR TAX BILLS. ADDISON, ILLINOIS 205 N. Addison Rd. Addison, IL 60101

OR RECORDER'S OFFICE BOX NO.

INDEXED

24 120 485

24 487 752

BOX 533

RE - RECORDS

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Property of Cook County Clerk's Office

JUN 13 1978

Notary Seal

24457752

State of Illinois, County of Cook, DuPage

I, the undersigned, a Notary Public in and for said County

in the State aforesaid, DO HEREBY CERTIFY that
KENNETH RICHARD SKAGGS and KATHRYN L. SKAGGS, 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 acknowl-
edged that they signed, sealed and delivered the said instrument as their
true 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 seal this August 22 1977

December 19 77
Lois Beckham
Notary Public

This instrument prepared by KURT REEPWAGEN,
552 North Mannheim Road, Hillside, Illinois

ADDRESS OF PROPERTY:
192 Jefferson
Hoffman Estates, Illinois

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

SEND BY REGISTERED MAIL TO:
ADDISON STATE BANK
205 N. Addison Rd.
Addison, IL 60101

24 487 752
DOCUMENT NUMBER

NAME: ADDISON STATE BANK
205 N. Addison Rd
Addison, IL 60101
ADDRESS:
CITY AND STATE:
ZIP CODE:
OR RECORDER'S OFFICE BOX NO:

UNOFFICIAL COPY

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 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 be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for liens 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 holders 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; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) 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.
- 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 receipts 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.
- 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 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 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 amount to expense, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of the death, term, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors, any lien and matter deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior or subsequent mortgages, and various discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure abstracted premises or covered any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid incurred in connection therewith, including reasonable attorney's fees, and any other moneys advanced by Trustee or the holders of the note for the maintenance and repair of the premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be required, shall be secured by a subordinated mortgage, secured hereby, and shall become immediately due and payable with interest thereon at the rate of eight per cent per annum. Satisfaction 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.
- The interest on the note hereby secured, making any payment hereby authorized relating to taxes or assessments, may be secured by a subordinated mortgage, secured hereby, and shall be secured by a subordinated mortgage, secured hereby, and shall become immediately due and payable with interest thereon at the rate of eight per cent per annum, with principal and interest, when due according to the terms hereof. At the election of the holder of the note, any such tax or assessment, or any such interest, may be paid by Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding the date of the payment, be paid by the holder of the note, and any such tax or assessment, or any such interest, may be paid by Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding the date of the payment, be paid by the holder of the note.
- When the indebtedness hereby secured shall become due in accordance with the terms of the note described on page one or by acceleration or otherwise, holders of the note hereby secured shall be deemed to have foreclosed the lien hereof and also shall have all other rights provided by the laws of Missouri in the enforcement of a mortgage debt. In case of foreclosure of the lien hereof, there shall be allowed and included as additional interest, together with the principal and interest due on the note, the expenses, actual or estimated, to be paid or incurred by or on behalf of Trustee or holders of the note for the costs of printing, the expenses of advertising, including newspaper notices and expert witness, stenographers' charges, publication costs and costs of all such proceedings, together with the costs of preparing all such abstracts of title, title searches and examinations, and all other expenses incurred by Trustee or holders of the note in connection with the foreclosure of the lien hereof, and all such expenses shall be secured by a subordinated mortgage, secured hereby, and shall become immediately due and payable, with interest thereon, at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the note. In addition to the principal and interest due and payable, with interest thereon, at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the note, in connection with any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, in which either of them or their heirs, assigns, legal representatives or assigns, as plaintiff, defendant, or by reason of this Trust Deed or any indebtedness hereby secured, or the preparation, perfection or enforcement of any suit for the foreclosure hereof after accrual of such right to foreclose a subordinated mortgage, secured hereby, for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 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 evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 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 either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors 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 residence 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 for redemption, whether there be redemption or not, as well as during any further time when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such case 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 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 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.
- 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 interposing same in an action at law upon the note hereby secured.
- 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.
- 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 be liable 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.
- 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 principal note, 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 surety or trustee, such surety or trustee may accept as the genuine note hereby 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 herein contained of the principal note, and which purports to be executed by the person herein designated as the maker thereof; and where the release is requested of the original trustee, and he has never executed a certificate on any instrument identified in name on 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 person herein designated as maker thereof.
- Trustee may revoke 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 death, resignation, absence or refusal to act of Trustee, the appointment of a successor Trustee, who shall be first Nuncupate Trustee, and in the event of his death, resignation, absence or refusal to act, the then Recorder or Registrar of the county in which the premises are situated shall be deemed successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given the Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.
- 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 and herein shall include all such persons and all persons at any time liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

24 487 752

JAMES FRANKE

The instrument identified by the within Trust Deed has been identified by the Recorder of Deeds.

Richard F. Mueller Trustee

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.

OF RECORDED DOCUMENT