

TRUST DEED

24533172

JUL 15 1978

JUL 15 1978 THE ABOVE SPACE FOR RECORDING USE ONLY. 11 00

THIS INDENTURE, made July 8, 1978, between

MICHAEL T. REARDON AND LUCILLE E. REARDON, His Wife

herein referred to as "Mortgagors," and MARQUETTE NATIONAL BANK,

a national banking Association doing business in Chicago Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of TWENTY NINE THOUSAND NINE HUNDRED AND NO/100 Dollars, evidenced by one (1) Instalment Note of the Mortgagors of even date herewith, made payable to REARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement of on the balance of principal remaining from time to time unpaid at the rate of 8 3/4 per cent per annum in instalments as follows: Two Hundred Sixty Four and 24/100 (\$624.24) or more--

Dollars on the first day of September 1978 and Two Hundred Sixty Four and 24/100 (\$624.24) or more--

Dollars on the first day of each 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 first day of August 1998. 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 principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 8 3/4 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, as at the office of MARQUETTE NATIONAL BANK in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the 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 conditions 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, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate, to wit: of their estate, right, title and interest therein, situate, lying and being in and to the County of Cook and State of Illinois.

Legal description for mortgagee for Unit B-6, 10900 South Keating, Oak Lawn, Illinois.

Unit B-6, as delineated on Plat of Survey of the following described parcel of real estate (hereinafter described as "Parcel"), of Lot 1 in Block 17 in Frederick H. Barnett's Highway Acres, a Subdivision of the South 1/2 of the West 1/2 of the North West 1/4 and the West 1/2 of the South West 1/4 of Section 15, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, which Plat of Survey is attached as Exhibit "A" to the Declaration of Condominium made by Heritage/Standard Bank and Trust Company as Trustee under Trust Agreement dated May 23, 1976 and known as Trust Number 4439, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 244708, together with an undivided 10.08772% interest in said parcel (excepting from said parcel the property and space comprising all the units as defined and set forth in said Declaration and Survey), in Cook County, Illinois.

- A. Mortgagor(s) also hereby grants to Mortgagee, its successors and assigns, as rights and easements appurtenant to the above described parcel of real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration.
B. This mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

Property Clerk's Office

File

24533172

24533172

UNOFFICIAL COPY

Property of Cook County Clerk's Office

(See Rider Attached)

THIS INSTRUMENT PREPARED BY:
NAME _____
DATE _____

Daniel J. Keating 7/8/78 6316 S. Western, Chicago, Illinois

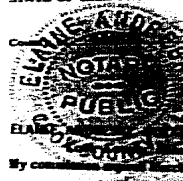
which, with the property hereinafter described, is referred to herein as the "premises,"
TOGETHER with all improvements, accessories, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for
as long and during all such times as hereinafter may be specified therein (which are placed primarily and as a party with the said premises and not ac-
cessory) and all appurtenances, easements or other uses or benefits thereon or thereunto in anywise connected, together with the right, power,
privileges (whether legal or equitable) and jurisdiction, including the right of redemption, of the said premises, together with all and singular
rights and advantages in anywise connected therewith, unto the said premises, unto the said premises, unto the said premises, unto the said premises, unto the said premises,
whether physically attached thereto or not, and it is agreed that all such appurtenances, accessories or articles hereinafter placed in or upon the premises by
mortgagees or their successors or assigns shall be considered as constituting part of the said premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, his successors and assigns, forever, for the purpose and upon the trusts here-
in set forth, free from all claims and benefits under and by virtue of the Statute of Mortgages of the State of Illinois, which said Statute and based
the Mortgages 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 are a part hereof and shall be binding on the mort-
gagors, their heirs, successors and assigns.
Witness the hand 5 and seal 5 of Mortgages the day and year first above written.

Michael T. Reardon [SEAL] _____ [SEAL]
Lucille E. Reardon [SEAL] _____ [SEAL]

I, Elaine Andreski
STATE OF ILLINOIS, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Michael T. Reardon & Lucille E. Reardon, His Wife
personally known to me to be the same persons S whose names S are subscribed to the foregoing In-
strument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the re-
spective instrument as their free and voluntary act, for the uses and purposes therein set forth, including the re-
lease and waiver of the right of redemption.
WITNESS my hand and Notarial Seal this 8th day of July A.D. 19 78
My commission expires on 24 March 24, 1980



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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgages shall (1) promptly repair, replace 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 repair, without water, and free from vermin; and (3) pay when due any taxes or charges for fire not otherwise provided for in this trust deed, and shall also promptly pay when due any taxes or charges for fire not otherwise provided for in this trust deed, and shall also promptly pay when due any taxes or charges for fire not otherwise provided for in this trust deed.

2. Mortgages shall pay before any general charges all special 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 duplicate receipts therefor to received directly from the proper authority, and shall pay all such taxes, assessments, or charges in full, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor to received directly from the proper authority, and shall pay all such taxes, assessments, or charges in full, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor to received directly from the proper authority.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance company of amount sufficient to pay the cost of replacing or repairing the same or to cause any part thereof to be replaced or repaired, and shall pay the cost of such insurance, and shall also pay the cost of replacing or repairing the same or to cause any part thereof to be replaced or repaired, and shall pay the cost of such insurance, and shall also pay the cost of replacing or repairing the same or to cause any part thereof to be replaced or repaired.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter required of Mortgages in any lease and hereafter deemed expedient, and may, but need not, make any payment or perform any act hereinafter required of Mortgages in any lease and hereafter deemed expedient, and may, but need not, make any payment or perform any act hereinafter required of Mortgages in any lease and hereafter deemed expedient.

5. The Trustee or the holders of the note hereby authorized making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate prepared from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, fine or lien or claim thereof.

6. Mortgages shall pay each year of contribution herein contemplated, both principal and interest, when due according to the terms hereof. At the time of the making of the note and hereafter, Mortgages shall, nevertheless, pay when due any taxes or 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 duplicate receipts therefor to received directly from the proper authority, and shall pay all such taxes, assessments, or charges in full, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor to received directly from the proper authority.

7. In case of default in the performance of any of the obligations herein imposed, the Trustee or the holders of the note may, at the discretion of the Trustee or the holders of the note, cause the same to be enforced, and may, at the discretion of the Trustee or the holders of the note, cause the same to be enforced, and may, at the discretion of the Trustee or the holders of the note, cause the same to be enforced.

8. The Trustee or the holders of the note shall be bound by the provisions of this trust deed, and shall be bound by the provisions of this trust deed, and shall be bound by the provisions of this trust deed.

9. Upon or at any time after the filing of a bill to foreclose the trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made by the court, or by the Trustee, or by the holders of the note, and the receiver appointed shall have the same powers as the Trustee or the holders of the note, and shall have the same powers as the Trustee or the holders of the note, and shall have the same powers as the Trustee or the holders of the note.

10. No action for enforcement of the terms 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 hereof 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 execute the note, location, or location, or conditions of the premises, nor shall Trustee be obligated to record this trust deed, or to cause any part thereof to be recorded, or to cause any part thereof to be recorded, or to cause any part thereof to be recorded.

13. Trustee shall release this trust deed and the lien thereof if a pre or instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may, at the discretion of the Trustee, deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce upon to Trustee sufficient evidence that all indebtedness hereby secured has been paid, which evidence may be such as shall be deemed satisfactory by Trustee.

14. Trustee may cause by instrument in writing filed in the office of the Register of Deeds of the county in which the premises are situated to be recorded, a release of the premises, and may cause such release to be recorded, and may cause such release to be recorded.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used hereon shall include all such persons as shall be deemed to be bound by the provisions of this trust deed, whether or not such persons shall have assumed the note or this Trust Deed.

16. The Holder of the Note may collect a "late charge" to be added two cents (2) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

17. In addition to the monthly payment of principal and interest herein specified, the Mortgages shall pay 1/12th the annual amount of the general taxes with each monthly payment. In the event such payment shall not be sufficient to pay such taxes when due, Mortgages agree to deposit, on demand, such additional amount as may be required for that purpose.

18. With respect to any amount of funds made by the Mortgages hereunder, it is agreed as follows: Mortgages shall not be entitled to any interest on any such funds, and such funds shall be held and used exclusively, as herein provided, and shall be irrevocably appropriated to the terms hereof, and shall be held and used exclusively, as herein provided, and shall be irrevocably appropriated to the terms hereof.

19. It is expressly agreed and understood that in the event of transfer of title on the real estate described hereon, without first obtaining the written consent of the holder of the Note secured hereby, the entire balance due on the Note shall become due and payable in full.

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IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. R.E.L. No. 6023

MARQUETTE NATIONAL BANK, as Trustee.

By: *Hart Ahrens*
Hart Ahrens
Real Estate Loan Officer

D NAME _____
E _____
L STREET _____
I _____
V CITY _____
E _____
R _____
Y INSTRUCTIONS _____

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

Unit B-6, 10900 S. Keating
Oak Lawn, Illinois 3

OR
RECORDERS OFFICE BOX NUMBER 600