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GEORGE E. COLE®
LEGAL FORMS

FORM NO. 206
September, 1975

TRUST DEED (Illinois)
For use with Note Form 1448
(Monthly payments including interest)

24 565 985

AUG 24 '78

RECORDER OF DEEDS

24565985

The Above Space For Recorder's Use Only

THIS INDENTURE, made July 20, 1978, between GILBERT VAN BAREN and JOANNE VAN BAREN, his wife, herein referred to as "Mortgagors," and SOUTH HOLLAND TRUST & SAVINGS BANK herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are 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 Note Mortgagors promise to pay the principal sum of FIFTY THOUSAND and NO/100 Dollars and interest from date on the balance of principal remaining from time to time unpaid at the rate of 9 1/2 per cent per annum, such principal sum and interest to be payable in installments as follows: Two Thousand, Eight hundred, fourteen and 84/100 Dollars on the 1st day of January semiannually 1979 and Two Thousand, Eight hundred, fourteen & 84/100 Dollars ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ 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 1st day of July 1998 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 rate of 9 1/2 per cent per annum, and all such payments being made payable at South Holland, Illinois or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or 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 presentment 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, and 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 successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, lying and being in the Village of South Holland COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

That part lying South of the North Two-thousand seventy-four (2074) feet of a tract of land described as follows: that part of the South west quarter of Section ten (10), Township thirty-six (36) North, Range fourteen (14), East of the Third Principal Meridian, commencing at the North West corner of the South west quarter of said Section ten (10); thence South thirty three (33) chains to the Calumet River; thence South sixty one and one half (61½) degrees, east four and eighteen one hundredths (4.18) chains to a point which is two hundred-forty-two and eighty-eight one hundredths (242.88) feet east of the West line of said Section ten (10); thence North thirty-five (35) chains to the North line of the South west quarter aforesaid, at a point which is two-hundred forty-two and eighty-eight one hundredths (242.88) feet east of the North west corner of the South west quarter aforesaid, thence west along the North line of the South West quarter aforesaid, two-hundred forty-two and eighty-eight one hundredths (242.88) feet to the point of beginning (except the West twenty-seven and one half (27½) feet thereof taken for a street), in the Village of South Holland, County of Cook in the State of Illinois;

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which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and 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 pledged primarily and on a parity with said real estate and not secondarily, and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, 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 successors or 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 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)

X Gilbert Van Baren (Seal) X Joanne Van Baren (Seal)
Gilbert Van Baren Joanne Van Baren

(Seal) (Seal)

State of Illinois, County of Cook } ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gilbert Van Baren & Joanne Van Baren, 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.

NOTARY PUBLIC

Given under my hand and official seal, this 20th day of July 19 78.

Commission expires 19

Notary Public

This instrument was prepared by

(NAME AND ADDRESS)

11 00

ADDRESS OF PROPERTY:
2065 State St.
South Holland, Illinois 60473

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

SEND SUBSEQUENT TAX BILLS TO:

Name
Address

MAIL TO: NAME
ADDRESS
CITY AND STATE ZIP CODE

OR RECORDER'S OFFICE BOX NO. BOX 533

DOCUMENT NUMBER 24 565 935

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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:

1. Mortgagors shall (1) keep said premises [illegible] (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 [illegible] hereof; (4) pay when due any indebtedness which may be secured by a lien or charge on the premises [illegible] and upon request exhibit satisfactory evidence of the discharge of such prior lien [illegible] complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises [illegible] with respect to the premises and the use thereof [illegible] 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 [illegible] water charges, sewer service charges, and other charges against the premises [illegible] holders of the note the original or duplicate receipts therefor. To prevent default [illegible] manner provided by statute, any tax or assessment which Mortgagors [illegible]

3. Mortgagors shall keep all buildings and improvements [illegible] or damage by fire, lightning and windstorm under policies [illegible] to pay the cost of replacing or repairing the same or to pay in full the indebtedness [illegible] of the note, under insurance policies payable, in case of loss or damage [illegible] by the standard mortgage clause to be attached to each policy [illegible] of the note, and in case of insurance about to expire [illegible]

4. In case of default therein, Trustee [illegible] hereinbefore required of Mortgagors [illegible] principal or interest on prior encumbrances [illegible] redeem from any tax sale or forfeiture affecting said premises [illegible] and all expenses paid or incurred in connection therewith [illegible] holders of the note [illegible] which action herein authorized may be taken [illegible] payable without notice [illegible] be considered as a waiver [illegible]

5. The Trustee or the holders of the note [illegible] according to any bill, statement or estimate [illegible]

6. Mortgagors shall pay each item of indebtedness [illegible] At the election of the holders of the note [illegible] notwithstanding anything in the note or in this Trust Deed [illegible] of principal or interest [illegible] herein contained.

7. When the indebtedness hereby secured shall become due [illegible] otherwise, holders of the note or Trustee [illegible] of Illinois for the enforcement of a mortgage debt [illegible] debtedness in the decree for sale [illegible] attorneys' fees, Trustee's fees [illegible] (which may be estimated as to items to be expended after entry of the decree) [illegible] tions, guarantee policies, Torrens certificates [illegible] be reasonably necessary either to prosecute such suit [illegible] dition of the title to or the value of the premises [illegible] eight per cent per annum, when paid or incurred [illegible] become so much additional indebtedness [illegible] to probate and bankruptcy proceedings [illegible] of this Trust Deed or any indebtedness hereby secured [illegible] right to foreclose whether or not actually commenced [illegible] the premises or the security hereof [illegible]

8. The proceeds of any foreclosure sale of the premises [illegible] on account of all costs and expenses incident to the foreclosure proceedings [illegible] and all other items which under the terms hereof [illegible] interest thereon as herein provided [illegible] their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a complaint [illegible] may appoint a receiver of said premises [illegible] insolvency of Mortgagors at the time of application for such receiver [illegible] occupied as a homestead or not [illegible] to collect the rents, issues and profits of said premises [illegible] statutory period for redemption [illegible] the intervention of [illegible] in such cases for [illegible] from time to time may [illegible] secured hereby, or by any [illegible] lien hereof or of such decree [illegible]

10. No action for the enforcement of the lien [illegible] which would not be good and available [illegible]

11. Trustee or the holders of the note [illegible] permitted for that purpose.

12. [illegible]

13. [illegible]

IMPORTANT

[illegible]

LIST OF RECORDED DOCUMENT