24716534

This Indenture, Made Nov. 7

ECONOCCESSOR ELECTRON DE LA CONTRACTION DEL LA CONTRACTION DEL LA CONTRACTION DE LA

1978 , between

Kenneth Powell & Blanche M. Powell his wife

herein referred to as "Mortgagors," and

Riverdale Bank

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

THAT, WIFFEAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note her in after described, said legal holder or holders being herein referred to as HOLDERS OF THE NOTE, in the FINCHAL SUM OF

REARER Riverdale Bank

Dollars on the

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and

interest monthly

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

month

the rate of 12.60 per cent per fant m in instalments as follows: two hundred forty eight & 94/100

day of each

Dollars on the 10th day of Lesember 1978 and two hundred forty eight & 94/100-

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 May 1983. 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 maximum rate permitted by law, and all of said principal of each instalment unless paid when due shall bear interest at the maximum rate permitted by law, and all of said principal of each instalment unless paid when due shall bear interest at the maximum rate permitted by law, and all of said principal of each instalment unless paid when due shall bear interest at the maximum rate permitted by law, and all of said principal of each instalment unless paid when due shall be are interest at the maximum rate permitted by law, and all of said principal of each instalment unless paid when due shall be are interest at the maximum rate permitted by law, and all of said principal of each instalment unless paid when due shall be are interest at the maximum rate permitted by law, and all of said principal of each instalment unless paid when due shall be are interest at the maximum rate permitted by law, and all of said principal of each instalment unless paid when due shall be are interest at the maximum rate permitted by law, and all of said principal of each instalment unless paid when due shall be are interest at the maximum rate permitted by law, and all of said principal of each instalment unless paid when due shall be are interest at the maximum rate permitted by law, and all of said principal of each instalment unless paid when due shall be are interest at the maximum rate permitted by law, and all of said principal of each instalment unless paid when due shall be are interest at the maximum rate permitted by law, and all of said principal of each instalment unless paid when due shall be are interest.

cipal and interest being made payable at such banking in use or trust company in

10th

Riverdale Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Riverdale Bank in said City,

This Trust Deed and the note secured hereby are not assumable at d become immediately due and payable 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 sild 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 Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the resein whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Truste, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situ-

ate, lying and being in the Markham

, COUNTY OF COOK

AND STATE OF ILLINOIS,

Lot 29 in Block 1 in Canterbury Gardens Unit #3 a Resubdivision of part of Canterbury Gardens Unit #2, a Subdivision of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ and part of the Northwest $\frac{1}{4}$ of Section 24 Township 36 North Range 13 East of the Th rd Principal Meridian in Cook County Illinois.

24716534

This document was prepared by Lynne Bernier, 13700 Indiana Ave., Riverdale, Ill. 60627

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 Mortgagors 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

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

TO HAVE AND TO HOLD the premises unto the said Trustee, its 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 the Mortgagors do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements for hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in root condition and repair, without waste, and free from mechanic's or other liens or claims for lien and repair, without waste, and free from mentanc's or other liens or claims for lien and repair which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory with nee of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a leasuable time any building or buildings now or at any time in process of erection upon said premises; (i) comply with all requirements of law or municipal ordinances with respect to the premises and the vis thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgago.s mall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments ... ater 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 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.
- 3. Mortgagors shall kee' all buildings and improvements now or hereafter situated on said premises insured against loss or document against loss or document by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebt document as 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 about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Trustee or the 'c'lers of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partis rayments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or 'orfeture affecting said premises or contest any tax or assessment. All moneys paid for any of the jurposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys. It is, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged remises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the maximum and permitted by law. Inaction and payable without notice and with interest thereon at the maximum and 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 rayment 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, that ment or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or clain 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, notwiths a ding 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 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 sale 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 bankruptcy 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 evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill 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 cine of application for such receiver and without regard to the then value of the premises or whether they ame shall be then occupied as a homestead 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 statu(o) period of redemption, whether there be 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, issue and profits, and all other powers which may be necessary or are usual in such cases 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 whom or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, (r ray tax, special assessment or other lien which may be or become superior to the deficiency in case of a size and deficiency.
- 10. No action for the enforcement of the lien 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 secure.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto sat il be permitted for that purpose.
- 12. 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 its own gross negligence or miscondate of that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 13. Trustee shall release this trust deed an. We lien thereof by proper instrument upon presentation of satisfactory evidence that all indebteur as secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hersof to and at the request of any person who shall, either before or after maturity thereof, produce and whibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which represent to a successor trustee may accept as true without inquiry. Where a release is requested of a successor trustee, and successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in sub. a ce with the description herein contained of the note and which purports to be executed by the person herein designated as the makers thereof; and where the release is requested of the original trustee and it has never 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 persons herein designated as makers thereof.
- 14. Trustee may resign 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. The new of the resignation, inability or refusal to act of Trustee, then Chicago Title and Trust Company shall be the first Successor in Trust, and in case of its resignation, inability or refusal to act the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority at a re herein given 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 claiming 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.

WITNESS the hand_ and seal_ of Mortgago	ors the day and year first above written.
[SRAL.]	thingth South [STAL]
	Kenneth Powell Sawell [MAL]
	Blanche M. Powell

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END OF RECORDED DOCUMENTS