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The Above Space For Recorder's Use Only

TRUST DEED (Illinois)
Form 100-1 (with Notar Seal) 1-1-78
Continuation of the Subdivision of the Homestead
Trust Deed (Illinois)

THIS TRUST DEED, made **July 15, 1977**, between **John R. Eckberg, Sr. and Patricia R. Eckberg, His Wife** herein referred to as "Mortgagors," and **Midlothian State Bank, A Banking Corporation** herein referred to as "Trustee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the installment note hereinafter described, in the principal sum of **Eight Thousand Three Hundred Fifty Five and 60/100** Dollars, evidenced by note certain installment note of the Mortgagors of even date herewith, made payable to Midlothian State Bank and delivered, and by which said note the Mortgagors promise to pay the said principal sum in installments as follows **One Hundred Thirty Nine & 1/2** Dollars, on the **25th** day of **August**, 1977, and **One Hundred Thirty Nine and 26/100** Dollars, on the **25th** day of each month thereafter to and including the **25th** day of **June**, 1982, with a final payment of the balance due on the **25th** day of **July**, 1982, with interest on the principal balance from time to time unpaid at the rate of **12.50** per cent per annum, payable monthly on the dates when installments of principal fall due and shall be in addition to the amount due on principal, each of the installments of principal bearing interest after maturity at the rate of **12.50** per cent per annum, and all of said principal and interest being made payable at **Midlothian State Bank, 3737 W. 147th St., Midlothian, Ill.** 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 due and payable at the place of payment above mentioned in case default shall occur in the payment, when due, of any installment of principal and interest as aforesaid, 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 on which event default 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, the Mortgagors to secure the payment of the said 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 upon the completion 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 or his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, being and being in the **City of Blue Island**, **COOK** COUNTY OF **COOK** AND STATE OF ILLINOIS, to wit:

That part of Block 7 in Robinson's Addition to Blue Island described as follows: commencing at a point in the North Line of said Block, 7.50 feet West of the North East corner thereof running thence West along said North Line 42 1/2 feet thence South parallel with the East Line of said Block 100 feet; thence East parallel with the North line of said Block 42 1/2 feet; thence North parallel with the East Line of said Block 100 feet to the Place of beginning, a Subdivision of the East half of the South East quarter of Section 36, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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

THAT HEREWITH all improvements, benefits, easements, fixtures, and appurtenances thereto including, 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, steam shows and windows, floor coverings, anchor bolts, awnings, stoves, and water heaters. All of the foregoing are declared to be 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 or his 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.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse) of this Trust Deed are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

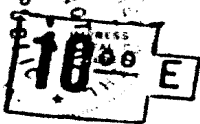
Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

John R. Eckberg, Sr.
Patricia R. Eckberg

(Seal) **John R. Eckberg, Sr.** (Seal)
Patricia R. Eckberg (Seal)

State of Illinois) County of **Cook**



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that **John R. Eckberg, Sr. and Patricia R. Eckberg, His Wife** personally known to me to be the same person as whose name above 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

15th day of **July**, 1977

This Document prepared by:
Edna M. Vyhanek
3737 West 147th St.,
Midlothian, Illinois 60445

ADDRESS OF PROPERTY:
2441 Grove Street
Blue Island, Illinois 60406

MAIL TO: NAME **Midlothian State Bank**
ADDRESS **3737 West 147th Street**
CITY AND STATE **Midlothian, Ill.** ZIP CODE **60445**

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

SEND SUBSEQUENT TAX BILLS TO:



OR RECORDER'S OFFICE BOX NO

DOCUMENT NUMBER
24025740

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 keep said premises in good condition and repair, without waste, (2) promptly repair, restore, or rebuild any building or improvement now or hereafter on the premises which may become damaged or be destroyed, (3) keep said premises free from any liens, taxes or claims of the United States or other liens or claims for lien not expressly subordinated to the lien hereof, (4) pay when due any indebtedness which may be secured by a lien on 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) comply within a reasonable time any building or building code or at any time in process of enactment 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.

2. Mortgagors shall pay before any penalty attaches, all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and utility charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate copies thereof. In event of 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 keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, and windstorms under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or (2) if in 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 expiration thereof, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default hereof, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner, as small as expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances of said premises, and pay any charges, compromise or settle any tax lien or other prior lien or claim thereof, or redeem from any tax lien or other lien affecting said premises or contest any tax lien or assessment. All moneys paid for any of the purposes herein authorized and all expenses incurred in connection therewith, including reasonable attorney's fees, and any other moneys advanced by Trustee or the holders of the note, shall be repaid to the mortgagors and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action hereunder 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 rate of seven per cent per annum. 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 payment hereby authorized relating to taxes or assessments, may do so according to any bill, statute or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statute or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case of default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, Trustee or the holder of the note shall have the right to foreclose the lien hereof, and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage, and 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 attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs which may be expended in the prosecution of the foreclosure of the note in connection with (a) any action, suit or proceeding, including but not limited to protest 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 commencement 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 first paid and applied in the following order of priority: First, on account of all debts and moneys due and to be received by the mortgagors, including such items as are mentioned in the preceding paragraph hereof, second, all other debts 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 in their rights may appear.

9. 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 value of the premises or whether the same shall be then encumbered 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 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 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 whole or in part of all of the indebtedness secured hereby, or by any decree hereunder, this Trust Deed, or any tax, special assessment or other lien which may be or 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.

10. 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.

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 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.

13. 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 the indebtedness hereby secured has been paid, which represents from Trustee, trust, accept as true without inquiry. Where a release is requested by a successor trustee, such successor trustee may accept as the genuine note hereof described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder in which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as 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 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. In case of the death, resignation, inability or refusal to act of Trustee, _____ shall be first Successor in Trust and in the event of his or its death, 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 as are 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 at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

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.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____

Trustee

END OF RECORDED DOCUMENT