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### This Indenture, Made

August 8,

19 77 , between



DANIEL M. LYNCH AND MARY K. LYNCH, HIS WIFE,

herein referred to as "Mortgagors

1300

### **EDGEWOOD BANK**

an Illinois corp atron doing business in Countryside, Illinois, herein referred to as Trustee, witnesseth:

THAT WHE RE'S the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described, said 1 gal holder or holders being referred to as Holders of the Note, in the Principal Sum of

THIRTY NINE 18 15 AND AND NO/100 -- (\$39,000.00) -----

andios

evidenced by one certain Installm at Note of the Mortgagors of even date herewith, made payable to

BEARER

and delivered, in and by which said Nore the Mortgagors promise to pay the said principal sum together with interest thereon as provided in said note, said principal and an erest being

payable in monthly installments on the \_\_\_lst\_ ny of each month commencing with

the 1st day of October,

1977,

until said note is fully paid except that the final payment of principal an interest, if not sooner paid, shall be due on the left day of September 2002; ovide that the principal of each installment unless paid when due shall bear interest at the rate of 2002; ovide that the principal of each installment unless paid when due shall bear interest at the rate of 2002; ovide that the principal of each installment unless paid when due shall bear interest at the rate of 2002; ovide that the principal of each installment unless paid when due shall bear interest at the rate of 2002; ovide that the principal of each installment unless paid when due shall bear interest, if not sooner paid, shall be due on the control of the principal of each installment unless paid when due shall bear interest at the rate of 2002; ovide that the principal of each installment unless paid when due shall bear interest at the rate of 2002; ovide that the principal of each installment unless paid when due shall bear interest at the rate of 2002; ovide that the principal of each installment unless paid when due shall bear interest at the rate of 2002; ovide that the principal of each installment unless paid when due shall bear interest at the rate of 2002; ovide that the principal of each installment unless paid when due shall bear interest at the rate of 2002; ovide that the principal of each installment unless paid when due shall be due on the control of the principal of each installment unless paid the control of the principal of each installment unless paid the control of the control

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal tum of money and any advances made by the holder of this note, and said interest in accordance with the terms, properly and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mort as 7s to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is acknowled. "., do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Est to a d all of their estate,

right, title and interest therein, situated, lying and being in the Village of

County of

and State of Illinois

to wit:

SEE ATTACHED RIDER MARKED EXHIBIT "A"

EXHIBIT "A"

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#### DESCRIPTION FOR MORTGAGE

The lien of this mortgage on the Common Elements shall be automatically released as to the percentage of the Common Elements set forth in Amended Declarations filed of record in accordance with the Declaration of Condominium recorded as Document #23407018, and the lien of this mortgage shall automatically attach to additional Common Elements as such Amended Declarations are filed of record, in the percentages set forth in such Amended Delcarations, which percentages are hereby conveyed effective on the recording of such Amended Declarations as though conveyed hereby.

Mortgagor also hereby grants to Mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of the property set forth in the aforementioned Declaration.

This Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in the said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

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Property of Cook County Clerk's Office

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

This document was prepaired by:

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TOGETHER with all improvements, tenements, ensements, 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 hereaf a therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether singularity cer rally 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 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 of a notes 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 Trustees, its successors and assigns, forever, for the purposes, and upon the as s, and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestend Exemption Laws of the Seve of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

#### IT IS FURTHER UNDF' STOOD AND AGREED THAT:

- 1. Mortgagors shall (1) reamptly repair, restore or rebuild any buildings or improvements now or herenfter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other l'ns or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be set ore l'n lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the dicharge of such prior lien to Trustee or to the holders of the note; (4) complete within a reasonable time any building or build'ge, owe or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors covenant and agree that no building or improvements shall be erected or constructed on said premises, nor shall any building or improvements now or hereal or a said premises be substantially remodelled or repaired without the consent in writing of the Trustee, or the holder and other or of the note secured hereby, and any lien in favor of any person furnishing labor or material in and about said premise. That is not secured hereby expressly made subject and subordinate to the lien of this trust deed.
- 3. Mortgagors shall pay before any penalty attaches all reneral taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charge sagainst the premises when due, and shall upon written request, furnish to Trustee or to holders of the note duplicate receirs, therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statue, iny is or assessment which Mortgagors may desire to contest.
- 4. Mortgagors shall keep all buildings and improvements now or her after ituated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for paym at by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in all the insurance companies secured hereby, all in companies satisfactory to the holders of the note, under insurance policies, payalle, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the star and mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to be act, 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.
- 5. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinhefore required of Mertgagors in any form and manner deemed expedient, and may, at need not, make full or partial payments of principal or interest on prior encumbrances, if may, and purchase, discharge, e. an compare or settle any tax lion or other prior lien or title or claim thereof, or redeem from any tax and or forfeiture after the said premises or contest may tax or assessment. All moneys paid for any of the purposes herein authorized and all expressions or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the martgaged premises and the lien hereof, plus reasonable compensation to Trustee for each natter 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 rate of seven per context per many lanction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them or account of any default hereunder on the part of Mortgagors.
- 6. The Trustee or the holders of the note hereby secured making any payments hereby authorized relating to to es 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, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim, thereof.
- 7. 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 unpuid indebtedness secured by this Trust Deed shall, notwithstanding 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 installment of principal or interest on the note, or (b) when default shall occur and continue for thirty days in the performance of any other agreement of the Mortgagors
- 8. When the indebtedness hereby secured shall become due whother by neceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the tien hereof. In any suit to foreclose the tien 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 Trustees or holders of the note for attorneys' fees, Trustee's fees, approiser'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 assurance with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such sait 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 imediately due and payable, with interest thereon at the rate of seven per cent per anaum, 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 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.
- 9. 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 hereon 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 relative may appear. their rights may appear.

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10. 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 time of application for such receiver and without regard to the then value of the premises or whether the same 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 statutory period of redemption, whether there he 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, 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; (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tux, spc. 14 seesment or other lion which may be or become superior to the lion hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

- 11. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be go d ard available to the party interposing same in an action at law upon the note hereby secured.
- 12. Truice i the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be pc in 'ed for that purpose.
- 13. Trustee has 'o at' y to examine the title, location, existence, or condition of the promises, nor shall Trustee be obligated to record this t'us' deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any act. or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 14. Trustee shall release (his rue' deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness as are, by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request c. any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indepted hereof as screen paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note with the description herein contained of the note and which purports to be executed by the persons herein designated as the area of industrial where the release is requested of the original trustee and it has never executed a certificate on any ins rum at identifying same as the note described herein, it may accept as the genuine note herein described any note which have a contained of the note and which purports to be executed by the persons herein described any note which have a contained of the note and which purports to be executed by the persons herein described any note which have a contained of the note and which purports to be executed by the persons herein designated as makers thereof.
- 15. 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 resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises one shall be Successor in Trust, any Successor in Trust hereunder shall have the identical title, powers and author ty rs are herein given Trustee, and any Trustee or successor shall be entitled reasonable compensation for all acts perform a hereunder.
- 16. This Trust Deed and all provisions hereof, shall extend to and by on ding 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 no. so the persons shall have executed the note or this Trust Deed.
- 17. That it is the intent hereof to secure the payment of the note herein described, thether the entire amount shall have been advanced to the mertgagers, or to their successors in title, at the date here f, or a la later date; or, having been advanced to the mertgagers, or to their successors in title, shall have been repaid in eart as further advancements made at a later date, which advances shall in no event operate to make the principal sum of the indeptedances greater than the amount named in said note, plus any amount or amounts that may be added to the mortgage in debtedness under the terms hereof, in order to protect the security. Such additional advances may be evidenced by a note or up amount executed by the mortgagers, or their successors in title.
- 18. Mortgagors shall not suffer or permit, without the written permission or consent of the mortgagee being first had and obtained, a sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof, or any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property.

Witness the hand 8 and seal 8	of Mortgagors the day and year first above written.	
Daniel M. Lynch	(Soal) Mary K. Lynch	(Seal
	(Seal)	(Scal
REAL ESTATE TRUST DEED		

REAL ESTATE TRUST DEED

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STATE OF ILL	3 (8 9 on AM '77	, <b>८ ४ ० ६</b> २ ६
County of Dul	Page ss.	
	I, <u>Carolyn Sowell</u>	
a Notary Public in and for and residing in said County, in the State afore  DO HEREBY CERTIFY THAT <u>Daniel M. Lynch and Mary K. Lyn</u>		
		Daniel M. Lynch and Mary K. Lynch,
	his wife,	me to be the same person_swhose names
	• •	g Instrument, appeared before me this day in
ر ( )		they signed, sealed and delivered said
/	41	d voluntary act, for the uses and purposes
	herein set forth, including the rele	ease and waiver of the right of homestead.
	CIVEN under my hand and Not	arial Seal this
	da	y of August ,A.D. 19-174, 73
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The Installment Note mentioned in the within Trust Deed has been identified berewith under:    0239     1239	er it.	1/4,
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**EDGEWOOD BANK** 

POKORNY & SNYDER 100 W. Plainfield Rd. Countryside, Ill 60525 MIL TO:

EDGEWOOD BANK COUNTRYSIDE, ILLINOIS

Trustee

END OF RECORDED