UNOFFICIAL COPY

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GEORGE E. COLE* FORM LEGAL FORMS September	No. 206				
		· 24 .146 642	06.20 BY 1.		
TRUST DEED (Illinois For use with Note Form 14 (Monthly payments including in	148 148 12 5 7 K 7 E DORD	24 146 642	RECORDER OF DEEDS		
For i	3 1 09 PH '77			. (50%)	
THIS INDENTURE, mad Callahan, his		7 between Michael P. C	Callahan and Linda	м.	
	, an Illinois Banking	Corporation	Therein referred to as "M	ortgagors," and	
herein referred to as "Trustee," w termed "Installment Note," of eve	the seth: That, Whereas Mortgagor n d. e herewith, executed by Mort	rs are justly indebted to the leg tgagors, made payable to Beare	al holder of a principal p r	romissory note,	
and delivered, in and by which note	e Mortgagor, promise to pay the pri	incipal sum of thirty t	wo thousand		
on the balance of principal remaini	ing from tiny to time unpaid at the	e rate of 8 3/4 per cent p	er annum, such principal st	ım and interest	•
on the payable in installments as for the last day of Janua	ry thereof 78, and Two	hundred sixty three &	9/100	Dollars Dollars	
on the lst day of each and e sooner paid, shall be due on the by said note to be applied first to a	lst day of Decemb	te is fully paid, except that the fin , 12002; all such payments	al payment of principal and on account of the indebted	ness evidenced	
of said installments constituting pr	incipal, to the extent not paid whall such payments being made popular	en due, to bear interest after the	date for payment thereof.	at the rate of	
	place as the legal holder of the vote	may, from time to time, in writing	g appoint, which note further	r provides that t thereon, shall	
become at once due and payable, at It of interest in accordance with the ter contained in this Trust Deed for whi parties thereto severally waive prese	is place of payment aforesaid, in eas his thereof or in case default shall o ich event election may be made at ar	ny in a latter the expiration of sai	n, when due, of any installm in the performance of any o id three days, without notice	ther agreement (A), and that all	
NOW THEREFORE, to secure limitations of the above mentioned	the payment of the said principal s	sum of my acy and interest in a	ccordance with the terms,	provisions and	
Mortgagors to be performed, and a Mortgagors by these presents CONV	also in consideration of the sum of VEY and WARRANT unto the Tru	f One Do lar in hand paid, the istee, its or accessors and as	receipt whereof is hereby	acknowledged.	
and all of their estate, right, fitte an Village of Justice	COUNTY OFResubdivision of Lot 32		AND STATE OF ILLI		
of the West $1/2$ of t	the North West 1/4 of Se ago Railroad of the East	ection 26 and that par	rt lying South and	East of	
	o 38 North, Range 12 Ea				<i>*</i>
*or in case the unde	ersigned shall without p transfer or lease the				
which, with the property hereinafter		_			
TOGETHER with all improver so long and during all such times as said real estate and not secondarily	ments, tenements, casements, and a Mortgagors may be entitled thereto t and all fixtures apparatus, equin	appurtenances thereto belonging, a position (which rents, issues and profits a ment or articles now or hereafter	therein or there a used to	venuely boot 5/644	
gas, water, light, power, refrigeratio stricting the foregoing), screens, win	on and air conditioning (whether sindow shades awnings storm doors a	ingle units or centrally controlled), and ventilative including	(without re-	
of the foregoing are declared and ag all buildings and additions and all si cessors or assigns shall be part of the LECTION AND AND TO HOLD IN	imilar or other apparatus, equipment of mortgaged premises, The indet	nt or articles hereafter placed in btedness secured hereb	the premises by Mort at ors by constitute i i c	onstruction	
and tricks health set former remoil said rights and benefits Mortgagots	hold fights and benefits under and do hereby expressly release and was a pages. The covenants, conditions	uve.		3.19	
Mortgagors, their heirs, successors an	and hereby are made a part hereof of assigns.	the same as though they were he)	re set out in full and shall	ne ob any on	
	Mortgagors the day and year first/	,)	P. 300 00 00		
PLEASE PRINT OR TYPE NAME(S) BELOW	Michael P. Callahan	(Seal) Linda	M. Callahan		
SIGNATURE(S)		(Seal)		(Seal)	
State of Illinois, County of	Cook ss.,	I, the undersigned	I, a Notary P Hic in and for	suid County,	
		nd Linda M. Callahan,			
1 3 E	. 📶 🔼 subscribed to the fo	o me to be the same person ^S , v oregoing instrument, appeared before	ore me this day in person, a	nd acknowle	
3.72 6 3	free and voluntary a waiver of the right of	signed, scaled and delivered the sact, for the uses and purposes the of homestead.	said instrument as	release and	
Given under my hand and official se	al, this 30th	day of	September	19_77	
This instrument was prepared by	1980.	- Length	Storfes)	Notary Public	
Patricia Ann Dressel, Argo		L.		Notary Public	
(NAME AND	ADDRESS)	ADDRESS OF PROPERT		1 2 3	
NAME Argo Stat	e Bank	Justice, IL. 60 THE ABOVE ADDRESS PURPOSES ONLY AND IS TRUST DEED	S FOR STATISTICAL NOT A PART OF THIS	146 642	
MAIL TO: ADDRESS 7549 W.	63rd Street	SEND SUBSEQUENT TAX	BILLS TO:		,
STATE Summit	, IL. ZIP CODE 60501	(Name	b)	i to in the	
OR RECORDER'S OFFICE E		(Addres			
		(Addres	,	KC36	

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (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 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 or 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) complete within a reasonable time any building or buildings now or at any time in process of erection 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 other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or 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 keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing 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 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 holders 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 partial payments of principal or interest on prior encumbrences, 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 at a or forteiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all experiences or protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action hereby authorized may be taken, shall be so much additional judebtedness secured hereby and shall become immediately due and payable without oftee and with interest thereon at the rate of adjuster tell reamount, function of Trustee or holders of the note shall never be considered as a varyer of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee of the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any and statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or in? The validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

 6. Mortgagors shall ply 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 tocap an instal 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 care default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- of principal or interest, or in care default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

 7. When the indebtedness herely accured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Tausice shall have the right to foreclose the fien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgan, which may state to foreclose the lien hereof, there shall be allowed and included as additional included as additional included as a controlled the property of the decree of property of the property of the decree of property and the property of the decree of property of the decree of property of the decree of the pro
- 9. Upon or at any time after the filing of a complaint to forcelose the "re", "ed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after said, without notice, without regard to the solveney or insolvency of Mortgagors at the time of application for such receiver and without regard of etche white 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 forcelosure suit ad, it case of a sale and a deficiency, during the full statutory period for redemption, whether there he reclamption or not, as well as during any a, the "new when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other per sers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the the 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 p.r.t. (1). The indebtedness secured hereby, or by any decree forcelosing this Trust Decel, or any tax, special anssessment or other lien which may be are become superior to the lien hereof or of such decree, provided such application is made prior to forcelosure sale; (2) the deficiency in case if sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof sho' or ubject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secur d.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reas mable? ares 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 soft frustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor soft ble for any acts or omissions hereinder, except in case of his own gross negligence or misconduct or that of the agents or employees of Truster, and or may require indemnities satisfactory to him before exercising any power herein given.
- 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 sati factory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to a r, at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, represent in that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested to a successor trustee may accept as the genuine note herein described any note which bears a certificate of identification pur __ ing to be executed by a prior trustee hereunder or 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 origina truste and he has note therein described any note which may be presented and which conforms in substance with the described herein, he may accept as the gent my rincipal note described herein, he may accept as the gent my rincipal note herein described any note which may be presented and which conforms in substance with the description herein contained on 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 round which the premises are situated shall be second Successor in Trust, Any Successor in Trust hereinder shall have the identical title, powers at authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereum er.

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 identified herewith under identification No. LENDER, THE NOTE SECURED BY THIS TRUST DEEDArgo State Bank, an Illinois Banking Corp. SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Trustee Vice President