1980 APR 7 PM 3 112

25415911

TRUST DEED ((line)s)
For use with flote form 1449
(Interest in addition to monthly
principal payments)

				The Above Space For Re	corder's Use Only	
THIS I	INDENTURE, made M.	arch 29.	17. 19.89	Between Raymond E	Ludke and Net	tie M. Ludke,
	his Wife		in in Post	210056 6200	herein referred	in as "Mortgagnes."
and	Midly thian State referred to as Trustee," with		inois bank	ing Corporation		•
			debted to the	legal holder or holders of the 4s	etallmost Note heren	after described in
the pric	neighbourn of Two Thou	<u>ısand Five Hun</u>	<u>dred Twent</u>	y <u>Eight and 64/100</u> ☆	·	Dollars,
evidenc	ed by one certain installn	aunt Note of the Mor	tgagors of ever	n date her with, made payable meipel Sum in 188 Silhnen's as fo	to Midlothian State B.	ank and delivered.
in and t	by which said ote the Mo	etgagors promise to p	oay the sauf-p≄ 	អាមម្រង់ សំពេញសំពេញសំពេញសំពេញសំពេញ -	Mows ConeHundre	dFive&367.100°
Dollars	on the 15th dw.	OI	until thi	a like sum s note is fully paid	10	
				Shall		
all of an art the ele become a or intere- containes parties th	in principal and indigent in a principal and indigent in a principal and indigent in a principal and in a principal and in a conce due and payable, at he trin accordance with the ter of indigent in a principal and in a principal and in a principal and in princi	in a said installments find may a payable at place a the lee a hold reof and a the at notic me place at ray ment at me thereof or in a cr the event election may atmost for each ent.	of principal be: Ald oth ian or of the note r or of the principal or and in case or and in did or we made at an or the of dehot	ring interest after maturity at the State Bank, 3737 W. may, from time to time, in writing lotin retriaining impaid thereon, to default shall occur in the payment cut and common for three Lays y time after the copies of said more refer to all finite of materia.	rate of 15,43 per c 147th St. Midle 2 appoint, which note f ogether with accrued in 1, when due of any inst in the performance of a d three days, without n	oth i an. IL oth i an. IL other provides that tetest thereon, shall allment of principal to other agreement ofice), and that all
	revisions and limitatives of trined, and also in considera Y and WARRANT unto the interest therein, producted by Village of Posen	ng and being in the		e shall promp if same saft money e of the assert of the following conditions and pand, the recent of the free first asserts, the full state described.	Real Potate and all of	the Mortgagors to be by these presents their estate, right, ILLINOIS, to wit:
	half of Lot 37 in Township 36 North	n Robertson an h, Range 14, E Line in Sectio	d Young's ast of the n 12, Town	Manor, a Subdivision Subdivision of part of Third Principal Mer ship 36 North, Range of Illings	of fractional S idian, and Nor	h #/
				2	5415911	
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						· • • • • • • • • • • • • • • • • • • •
said rights This t are incorpo	and benefits the Mortgagors	s do hereby expressly pages. The covenants ad are a part hereof a	release and wa , conditions at and shall be bir	ed provisions appearing on page iding on the Mortgagors, their he	2 (the reverse side of	th' Trust Deeds
	PLEASE	000	(= <	Can Y Tion	tio mix	1100
	PRINT OR	Raymond E.	Ludke	Ne	ttie M. Ludke	LET (LASeal)
	TYPE NAME(S) BELOW					·(C)
	SIGNATURE(S)			(Seal)		(Seal)
	Cast	·· —————				
State of Illin	nois County ofCook				a Notary Public in and	
		in the		, DO HEREBY CERTIFY tha		<u>ake</u> ana
	LUPRESS,	9 persona		e M Ludke, his Wife he to be the same persons wi		•
-1	CD THERE			soing instrument, appeared before		
	にもおり	edged ti	hait RY si	ened, scaled and delivered the sa	of instrument as the	ir
	7. 8 Tas	waiver	d voluntary act	, for the uses and purposes ther	ein set forth, including	the release and
Given vert-	e en la sala de la companya de la c	ını 3rd		eri ik an	April	80
Commission	r my hand and official sea	1, this 1981 Frances 1:1/18, 1981		day Man	5-5"	
			- ''	N' T	~ ~ ~ × × × × × × × × × × × × × × × × ×	Notary Public
	this Document prep	•				
	Donna Martinez		122	ADDRESS OF BRORESS	_	
		Midlothian, II		ADDRESS OF PROPERTY	i.	
	Donna Martinez	Midlothian, II		ACCRESS OF PROPERTY 14603 Harrison Posen, IL 60469		D 1/2
	Donna Martinez			14603 Harrison Posen. IL 60469		254
	Donna Martinez 3737 W. 147th St.	n State Bank		14603 Harrison Posen, IL 60469 THE ABOVE ADDRESS IS PURPOSES ONLY AND IS N	FOR STATISTICAL OT A PART OF THIS	2541
	Donna Martinez 3737 W. 147th St. NAMEMidlothia ADDRESS3737 W.	n State Bank		Posen. IL 60469 THE ABOVE ADDRESS IS PURPOSES ONLY AND IS N	FOR STATISTICAL OT A PART OF THIS	254150
MAIL TO: -	Donna Martinez 3737 W. 147th St.	n State Bank		14603 Harrison Posen. IL 60469 THE ABOVE ADDRESS IS PURPOSES ONLY AND IS N TRUST DELD SEND SUBSEQUENT TAX BI	FOR STATISTICAL OT A PART OF THIS	2541591;
MAIL TO: -	Donna Martinez 3737 W. 147th St. NAMEMidlothia ADDRESS3737 W. CITY AND	n State Bank 147th St		14603 Harrison Posen, IL 60469 THE ABOVE ADDRESS IS PURPOSES ONLY AND IS N	FOR STATISTICAL OT A PART OF THIS	25415911

JNOFFICIAL COPY

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 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 taxor 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 on wor at any time in process of election 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 details thereinabler Mortgagors shall pay in tull 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 sindstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing? cosine or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies pay the insurance of the payment of the payment
- 4. In case of a call therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinhelore required of Mortgag its ir any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on from any tax sale or to fetil readletting said premises or contest any tax fine or other prior tien or claim thereof, or redeem from any tax sale or to fetil readletting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein amborred and all expenses paids of more of the note in connection therewith, including reasonable attorners fees, and any other moneys advanced by Trustee or the holders of the note for prior of the more good promises and the line hereof, plus reasonable compensation to Trustee for each matter concerning which action herein author rea, may be taken, shall be so much additional indebtedness secure I hereby and shall become immediately due and payable without notice and with after thereon at the rate of seven per cent per annum. Insultion of Trustee or holders of the note whall never be considered as a waiver of any tiple account to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trastee of the holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do according to any bill, statement of stimate produced from the appropriate public office without inquiry into the accuracy of such bill, statests or estimate or into the validity of any toy a comment, sale, forfeiture, tax lien or fille or claim thereof.
- 6. Mortgapes shall pay each item of ind the fact the herein mentioned, both principal and interest, when the according to the terms hereof. At the election of the holders of the principal not without notice to Mortgapers, all unpoint indebtedness secured by this Trist Deed shall not withstanding anything in the principal better circli. It is Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default, ballouis, and intime for three days in the performance of any other agreement of the Mortgapors herein contained.
- To When the infall to the control of the Mortgapor due whether by the terms of the note described on page one or by neceleration or otherwise holders of the control of the
- 5. The provide of the flow readout the provide and the distribute Langue point in the following order of priority: First, on account of all cost and expenses recident to the rote of the providing, including all such items as are mentioned in the proceeding paragraph hereof second, all other stems which under the terms here of soft interest modeling and so that evidenced by the note hereby secured, with interest thereon as necessing their provides, then, all proceeding in an admitted terms and to that evidenced by the note hereby secured, with interest therein provides, their here yield and interest remaining unpaid, four all a yoverplus to Mortgagors, their heirs, legal representatives or assign say their rights may appear.
- 9 17 not of any time after the film, of a complaint to foreclose this I to 1 Dead, the Court in Cigh such complaint is filed may appoint a receiver of any time after the film, of a complaint to foreclose this I to 1 Dead, the Court in Cigh such complaint is filed may appoint a receiver of any trainers. Such approximant may be cause a find without regard to the then value of the premises or whether the same shall be then occupied as a towards of or not and the Poiston homeour may be appointed as such treelver. Such such welves shall have power to collect the rent same and profit of our promises do that the producedy of such fore, lower such and, in case of a safe and a local early of the statutory period for red mention, whether there are to finguous or not, as well as during any further times when More agrees, except for the intervention of such receiver, would be entitled to collect such rents as we and profits, and all other powers which may be accuraty or are usual in such cases for the protection possession, control, management and operation of the premises during the whole of said period. To Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part offs. (1) The indebedor's secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior, a the lien hereof or of such decree, provided such application is made prior to foreclosure safe, (2) the deliciency in case of a safe and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to an '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, hall be permitted for that purpose
- 12. Trastee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to receive any power herein given inless expressly obligated by the terms hereof, nor be liable for any action anisons hereorider, except in case of his own pross negligence or missonduct or that of the agents or employees of Trustee, and he may require add anities 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 redetedness secured by this Trust Deed has been fully paid, and Trustee may execute and deliver a release hereof to and at the request of more person who shall either before or after maturity thereof, produce and estibute to Trustee the principal note, representing that all indebted two hereby secured has been paid, which representation Trustee may accept as the genuine note herein described any note which hears a certificate of identification purporting to be executed by a prior trustee theoremeder 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 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 and which purports to be executed by the persons 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, mahility 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 primises 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.

	The Installment	Note mentione	d in the	within 🛚	frust .
ORTANT					

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEF, BEFORE THE TRUST DEED IS FILED FOR RECORD

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END OF RECORDED DOCUMENT