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Lidney R. Olson

COOK COUNTY, ILLINOIS
FILED FOR RECORD
REG. OF DEEDS

1980 MAY -7 AM 11:21

25448717

(2ND MORTGAGE)

25448717

THE ABOVE SPACE FOR RECORDERS USE ONLY

107.60-553-0

THIS INDENTURE, made May 1, 19 80, between
 Calvary Tabernacle of U. P. C., Corporation of Illinois
 of the Village of Bridgeview County of Cook
 State of Illinois herein referred to as "Mortgagors", and Bridgeview Bank & Trust Company, Bridgeview, Illinois
 an Illinois corporation doing business in Bridgeview, Illinois, herein referred to as TRUSTEE, witnesseth:
 THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described,
 said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of
 Thirty thousand and no/100ths-----(\$30,000.00)----- Dollars.
 evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER and delivered, in
 and by which said Note the Mortgagors promise to pay the said principal sum and interest from date
 on the balance of principal remaining from time to time unpaid at the rate of Fifteen and three quarters (15.75%)
 per cent per annum in instalments as follows:
 Four hundred and 02/100ths----- DOLLARS
 (\$400.02) on the 1st day of June 19 80 and
 Four hundred and 02/100ths----- DOLLARS
 (\$400.02) on the 1st day of each Month
 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 1st day of May, 2000. 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 then highest rate permitted by law and all of said principal
 and interest being made payable at such banking house or trust company 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 Bridgeview Bank & Trust Company, Bridgeview, Illinois.

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 per-
 formed, and also in consideration 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 successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein,
 situated lying and being in the Village of Bridgeview
 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

The South 2/5 of Lot 2 in Block 1 in Frederick H. Bartlett's Oketo Fields
 Subdivision in the West 1/2 of the North East 1/4 of Section 36, Township 38 North,
 Range 12 East of the Third Principal Meridian, in Cook County, Illinois.*****

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 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 foregoing 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. SEE RIDER ATTACHED

Rider to Trust Deed dated May 1, 1980

CALVARY TABERNACLE OF U. P. C., Corporation of Illinois

By: John Favel its trustee
 John Favel, Trustee
Robert Miraballi
 Robert Miraballi, Trustee

State of Illinois
 SS.
 County of Cook

I, Edwina Gaskin, a Notary Public in and for said County, in the State
 aforesaid, do hereby certify that John Favel, Trustee for Calvary Tabernacle of
 U. P. C., Corporation of Illinois, and Robert Miraballi, Trustee for Calvary Tabernacle
 of U. P. C., Corporation of Illinois, who are personally known to me to be the same
 persons whose names are subscribed to the foregoing instrument as such Trustee's,
 appeared before me this day in person and acknowledged that they signed and delivered the
 said instrument as their own free and voluntary act and as the free and voluntary act of
 said Calvary Tabernacle of U. P. C., Corporation of Illinois, for the uses and purposes
 therein set forth and the said elected officials then and there acknowledged that they,
 as elected officials of the corporate seal of said Calvary Tabernacle U. P. C., Corporation
 of Illinois, did affix the corporate seal of said Calvary Tabernacle U. P. C., Corporation
 of Illinois to said instrument as their free and voluntary act and as the free and
 voluntary act of said Calvary Tabernacle U. P. C., Corporation of Illinois, for the uses
 and purposes therein set forth.

Given under my hand and Notarial Seal this
 1st day of May, 1980



Edwina Gaskin
 Notary Public

Commission expires: June 28, 1983

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UNOFFICIAL COPY

Property of Cook County Clerk's Office

_____ (SEAL) _____ (SEAL) _____ (SEAL) _____ (SEAL)	
STATE OF ILLINOIS	I, _____ SS a Notary Public in and for and residing in said County, in the State aforesaid DO HEREBY CERTIFY THAT County of _____ who _____ personally known to me to be the same person _____ whose name _____ subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said Instrument as _____ 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 Notarial Seal this _____ day of _____ A.D. 19____ _____ Notary Public
D NAME Bridgeview Bank and Trust Company L STREET 7940 South Harlem Avenue I CITY Bridgeview, Illinois 60455 V E R Y	FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE: 7406 W. 80th St. Bridgeview, Il. THIS DOCUMENT PREPARED BY James W. Haleas, Attorney At Law 7940 South Harlem Avenue Bridgeview, Illinois 60455
INSTRUMENTS RECORDS DEPARTMENT BOX NO. 206	11.00

25/AS717

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

1. Mortgagors shall (1) promptly repair, restore or rebuild any building or improvements now or hereafter 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 liens or claims for lien not expressly subordinated to the lien hereof; (3) 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 holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances 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 shall pay before any penalty accrues 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 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 or 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 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 forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises 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 then highest rate permitted by law. In action 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, 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 claim thereof.
6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. As the option of the holders of the note, and without notice to Mortgagors, all unpaid 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 ten days in the performance of any other agreement of the 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, 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 necessary and expedient, and all 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 then highest rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with (a) any foreclosure proceedings, 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 actually commenced, or (c) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose 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 such 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, on 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 time of application for such receiver and without regard to the 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 or partial 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, 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 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 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 obliged by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of its agents or employees or of Trustee, and may require indemnities satisfactory to it before exercising any power herein given.
13. Trustee shall release this trust deed and the lien hereof 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, present and exhibit to Trustee the note, representing that all indebtedness hereby secured has been 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 which bears a certificate of identification purporting to be executed by a prior trustee, the name of which conforms in substance with the description herein contained and it has never executed a certificate on substance with the description herein contained of the note and was intended 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 of Deeds of the county 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 are situated shall be Successor in Trust. 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 of this Trust Deed.
16. Without the prior written consent of the holder or holders of the note secured hereby, the Mortgagor or Mortgagors shall not convey or encumber title to the premises herein involved. The holder or holders of the note secured hereby may elect to accelerate the entire unpaid principal balance as a waiver of acceleration in any such conveyance or encumbrance.
17. This Trust Deed shall secure . . . any future advances made by the Mortgagor for any purpose, at any time before the release and cancellation of this mortgage; but at no time shall this mortgage secure advances on account of said original note and such additional advances in a sum in excess of the ten thousand and no/100ths Dollars (\$ 30,000.00), provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security for the mortgage.
18. The undersigned agree to pay to the Bridgeview Bank and Trust Company (Bank) on each monthly payment due an additional amount equal to one-twelfth (1/12th) of the annual taxes and assessments levied against the mortgaged premises, and one-twelfth (1/12th) of the annual premiums for insurance carried in connection with said premises, all as estimated by the Bank. As taxes and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the Bank is authorized to use such moneys for the purpose of paying such taxes or assessments, or renewing insurance policies or paying premiums thereon, and in the event such moneys are insufficient for such purpose the undersigned agree to pay the Bank the difference forthwith. It shall not be obligatory upon the Bank to inquire into the validity or accuracy of any of said items before making payment to the same and nothing herein contained shall be construed as requiring the Bank to advance other moneys for said purposes nor shall the bank incur any personal liability for anything it may do or omit to do hereunder.
19. A late charge on payments made more than 15 days after due date of the month due shall be charged at the maximum rate permitted by law.

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IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 505

Bridgeview Bank & Trust Company, Bridgeview Illinois, Trustee
By Robert J. O'Brien President

END OF RECORDED DOCUMENT