UNOFFICIAL COPY

25483514 1980 JUN 11 PM 12 58 TRUST DEED (Illinois)
For use with Note Form 1448
Trust Including interest) The Above Space For Recorder's Use Only 317126 たうりいうしょ ここのしょうしょう Colored Le Event Divorced 10.00 June 3 THIS INDENTURE, made FIRST NATIO AL BANK OF DES PLATNES herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer-FIRST NATIONAL NALK OF DES PLAINES and delivered, in and by one of the Mortgagors promise to pay the principal sum of TWO THOUSAND FOUR HUNDRED SIXTY-NINE AND 00/100 (\$2,46°.00) on the balance of principal rem win; from time to time unpaid at the rate of 9.00 per cent per aman, solid and solid to be payable in installments as follows: Eighty-Two and 30/100 (\$82.30) = 20th day of July 19.80, and Eighty-Two and 30/100 (\$82.30) = 20th day of July 19.80, and Eighty-Two and 30/100 (\$82.30) = 20th day of July 19.80, and Eighty-Two and 30/100 (\$82.30) = 20th day of July 19.80, and Eighty-Two and 30/100 (\$82.30) = 20th day of July 19.80, and Eighty-Two and 30/100 (\$82.30) = 20th day of July 19.80, and Eighty-Two and 30/100 (\$82.30) = 20th day of July 19.80, and Eighty-Two and 30/100 (\$82.30) = 20th day of July 19.80, and Eighty-Two and 30/100 (\$82.30) = 20th day of July 19.80, and Eighty-Two and 30/100 (\$82.30) = 20th day of July 19.80, and Eighty-Two and 30/100 (\$82.30) = 20th day of July 19.80, and Eighty-Two and 30/100 (\$82.30) = 20th day of July 19.80, and Eighty-Two and 30/100 (\$82.30) = 20th day of July 19.80, and Eighty-Two and 30/100 (\$82.30) = 20th day of July 19.80, and Eighty-Two on the 20th day of each and ever m nth 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 20th day of December ..., 19.82; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and "...p. id interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the etter not paid when due, to bear interest after the date for payment thereof, at the rate of 9.00 per cent per impulse, and an such payments are the per interest after the date for payment thereof, at the rate of 9.00 per cent per impulse, and an such payments are the per interest after the date for payment thereof, at the rate of 9.00 per cent per impulse, and an application of the per per interest after the date for payment thereof, at the rate of 9.00 per cent per impulse, and an application of the per per interest after the date for payments which note further provides that NOW THEREFORE, to secure the payment of the said print pal sure of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of the covenants and agreements herein contained, by the Mortgagors to the performed, and also in consideration of the sum of the covenants and paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY and WARRANT unto the Trust ee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, lying and being the CONVEY of COOK AND STATE OF ILLINOIS, to wit: Lot 172 in Strathmore Schaumburg Unit 3, being a Sunday sion of part of the Northwest 1/4 of Section 20, township 41 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded April 25, 1969 as Document 20°22189 in Cook County, Illinois. PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) in the State aforesaid. DO HEREBY CERTIFY that .. Glenys Evett Divorced subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that_sh.e. signed, sealed and delivered the said instrument as ____her act, for the uses and purposes therein set forth, including the Given under my hand rument was prepared by

OR

RECORDER'S OFFICE BOX NO.

GUTHARDT-ASSISTANT VICE PRESIDENT

(NAME AND ADDRESS)

DES PLAINES, IL

FIRST NATIONAL BANK OF DES PLAINES

ZIP CODE 60016

ADDRESS OF PROPERTY: 1716 Epping Place

Schaumburg, IL 60194

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

1716 Epping Place

Schaumburg, (Name) 60194

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 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.
- 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 indeltedness 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. A cool default therein. Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Morrgy zors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbry accs, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or tille or claim thereof, or redeem from any tax ale a forefiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses und or incurred in connection therewith, including reasonable autorneys fees, and any other moneys advanced by Trustee or the holders of the no foreign the mortgaged premises and the Len hereof, plus reasonable compensation to Trustee for each matter concerning which action herein p tho ized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without no ica 2 I with interest thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver (a y right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the 'old' 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 valid y c any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each ir of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of 'be principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal root 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 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 we ome due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee 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 debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures as 1 expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays if . de cumentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after every of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar advar and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evider revisions of the note in condition of the title to or the value of the premises. In addition, "e conditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and imme a cold due and payable, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be "par v, either as plaintiff, claimant or defendant, by reason of this Trust 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 distrib ted and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such terms as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness add Jonal to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpairs, for the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpairs, for the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpairs, and overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the four time which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value. It he 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 set and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times what Mor gagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be not except for the intervention of such receiver to apply the net income in his hands in payment in whole of in part of: (1) The more on. 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 more on. On these secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become up not 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 the first the reference of the sale provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and the first the reference of the sale provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and the first the reference of the sale provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and the first the reference of the sale provided such application is made prior to foreclosure sale; (3)
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to the party interposing same in an action at law upon the note hereby secured.

- 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.

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IPORTANT	

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.

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identified herewith under Identification No.								

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