

UNOFFICIAL COPY

TRUST DEED

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COOK COUNTY, ILLINOIS FILED FOR RECORD

1980 JUL 24 AM 10:09

Edney H. Olson RECORDER OF DEEDS

25524791

THE ABOVE SPACE FOR RECORDERS USE ONLY

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THIS INSTRUMENT, made July 22, 1980, between Kenneth E. Attkison and Shirley F. Attkison, his wife, HERITAGE/COUNTY BANK AND TRUST COMPANY, an Illinois corporation doing business in Blue Island, Illinois, herein referred to as Trustee, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instrument Note hereinafter described, said legal holder, or holders, being herein referred to as Holders of this Note, in the principal sum of FIFTY FIVE THOUSAND AND NO/100 Dollars, evidenced by one certain Instrument 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 on the balance of principal remaining from time to time unpaid at the rate of 12.5 per cent per annum in instalments as follows:

Six Hundred Twenty Four and 88/100 Dollars on the 1st day of October 1980 and Six hundred Twenty Four and 88/100 Dollars on the 1st day of each month thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of September 1980; 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 rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Blue Island, Illinois, 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 HERITAGE/COUNTY BANK AND TRUST COMPANY, in said City.

NOW, THEREFORE, the Mortgagors to secure 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 performed, and also in consideration of the sum of One Dollar in hand paid, the receipt of which 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, situate lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS.

The South Half of Lot Eighteen (18) (except the North 15.0 feet of the East 300.0 feet thereof) and (except the South 55.0 feet of the East 300.0 feet thereof) in Arthur T. McIntosh's Blue Island Farms, being a Subdivision of the East Half of the East Half of the South West Quarter and the North 64 Rods of the South East Quarter and that part of the East Half of the West Half of the North East Quarter, lying South of the center line of the Midlothian Turnpike, in Section 3, Township 36 North, Range 13, East of the Third Principal Meridian (except therefrom the South 33.0 feet of the East Half of the East Half of the South West Quarter conveyed to the Midlothian-Blue Island Railroad) in the County of Cook, State of 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 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 hereafter owned 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, leader 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 purpose, 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.

This Trust Deed consists of two pages, the conditions and provisions appearing on this page and on page two (the reverse side hereof) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

Signatures of Kenneth E. Attkison and Shirley F. Attkison with seals.

STATE OF ILLINOIS,

County of Cook, I, Darlene Donahue, a Notary Public in and for and residing in said County, in the State of Illinois, DO HEREBY CERTIFY

THAT Kenneth E. Attkison and Shirley F. Attkison who are personally known to me to be the same persons who appeared before me this day in person and acknowledged to me the foregoing instrument, appeared before me this day in person and acknowledged to me the said instrument as their free and voluntary act and deed.

THIS INSTRUMENT PREPARED BY:

HERITAGE/COUNTY BANK 12015 SOUTH WESTERN AVENUE BLUE ISLAND, ILLINOIS 60406

GIVEN under my hand and Notarial Seal this 24th day of July 1980. Darlene Donahue, Notary Public

DATE 53049 OF 100

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1. Mortgagor 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 cost, and fire loss machine's or other loss or claims for loss not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which shall be secured by a lien or claims 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 holder of the note; (4) comply within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all ordinances 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. Mortgagor shall be liable for the payment of all general real estate taxes and shall deposit or cause to be deposited with the Trustee named in this Trust Deed or with the legal holder of the note referred to herein on the first day of each and every month during the term of said loan a sum equal to one twelfth of the estimated general real estate taxes next accruing against said premises computed on the amount of the last ascertainable real estate taxes. Mortgagor shall pay special taxes, special assessment water charges, sewer charges and other charges against the premises when due and shall upon written request furnish to Trustee or to holder of the note referred to herein duplicate receipts therefor.

3. Mortgagor shall cause all buildings and improvements now or hereafter situated on said premises to be insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of amounts sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance 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 policies 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. Mortgagor shall deposit with the Trustee an amount equivalent to one twelfth of the amount insurance premiums on the first day of each and every month during the term of said loan. The amount so deposited under the real estate tax reserve and insurance monies referred to in paragraphs two and three hereof shall be held by the Trustee or the legal holder of the note as and for a Sinking Fund to be used by the Trustee or the legal holder of the note to pay the general real estate taxes levied against said premises and insurance premiums as and when the same become due and payable.

4. In case of default herein, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore required of Mortgagor in any form of law or 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 claim thereon, or release from any tax sale or foreclosure affecting any premises or contents, any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's 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 such activity, shall be a first lien in priority to the lien hereof, and shall be so secured by a mortgage on the premises, and shall become immediately due and payable without notice or demand with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right or remedy to them on account of any default hereunder on the part of Mortgagor.

5. The Trustee or the holders of the note hereby authorized making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or certificate of the proper public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, lien or claim thereon.

6. Mortgagor shall pay on the part of indebtedness herein secured, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without cost to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, (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 lastly, on three days in the performance of any other agreement of the Mortgagor herein contained. Any deficiency in the amount of any monthly payment shall constitute an event of default and the Trustee or the holders of the note secured hereby may collect a "late charge" on each payment more than fifteen days in arrears to the extent of such default and the amount of such late charge shall be ascertained by the Trustee or the holders of the note.

7. When the indebtedness hereby secured shall become due whether by redemption 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 an additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or for the benefit of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, costs for documentary and expert evidence, charges for printing 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, title examinations, purchase orders, Trustee's certificates and similar items and assessments which inure to the benefit of Trustee or holders of the note may claim to be reasonably necessary either to prosecute such suit or to evidence to holders at any sale which may be had pursuant to such decree the true conditions 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 immediately due and payable with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceedings, including purchase 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.

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 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 general 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, any surplus to Mortgagor, their heirs, leges or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed in the court in which such bill is filed any person who appoints a receiver of said premises. Such appointment may be made either before or after sale, without notice, and with regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the true 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 be redemption or not, as well as during any further times when Mortgagor, 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, preservation, 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 of the principal or interest on the note or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special 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; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision 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.

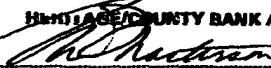
11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated 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 Trustee, and it may require indemnification of a party 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 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, produce and submit 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 true the note herein described if such note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the makers thereof; and where the release is requested of the original trustee and it has never executed a certificate of identification in accordance with the terms hereof, it may accept as true the note herein described if such note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the person 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 inability or refusal of Trustee to act, the Recorder or Registrar of Titles of the county in which the premises are situated shall be Successor Trustee. Any Successor Trustee hereunder shall have the identical title, powers and authority as act herein given Trustee, and the 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 Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" wherever 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 or this Trust Deed.

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| IMPORTANT | | The Maltomat Note mentioned in the within Trust Deed has been identified herewith under identification No. 1078 | |
| FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THIS TRUST DEED IS FILED FOR RECORD. | | HERITAGE COUNTY BANK AND TRUST COMPANY | |
| | | by  | |
| | | M. R. Anderson Vice President HERITAGE COUNTY BANK AND TRUST COMPANY | |
| D E L I V E R Y | NAME STREET CITY | FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE | |
| | INSTRUCTIONS | 14116 S. Kostner Crestwood, Ill. 60445 | |
| RECORDER'S OFFICE BOX NUMBER 711 | | | |