

TRUST DEED  
25553865

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1980 AUG 20 AM 9:58

Sidney H. Olson  
RECORDER OF DEEDS  
25553865

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made August 8 1980, between

JOHN J. WUNDER AND DOROTHY M. WUNDER, His Wife

herein referred to as "Mortgagors," and

MARQUETTE NATIONAL BANK,

a national Banking Association doing business in Chicago 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 TWENTY NINE THOUSAND NINE HUNDRED AND NO/100----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEAREH and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 10 1/2 per cent per annum in installments as follows: Two hundred seventy four & 89/100----- (\$274.89) or more---

Dollars on the first day of October, 1980 and Two hundred seventy four & 89/100 (\$274.89) or more---

Dollars on the first 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 first day of September 2009 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 the maximum lawful rate, and all of said principal and interest being made payable at such banking house or trust company in Chicago 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 MARQUETTE NATIONAL BANK in said City.

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 performed, 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, situate, lying and

being in the County of Cook AND STATE OF ILLINOIS.

Oak Lawn

Cook

Unit 10940-2 A in Keating Properties Condominiums as delineated on the Plats of Survey of the following described Parcel of Real Estate: Lots 4 and 5 in Block 17 in Frederick H. Bartlett's Highway Acres, being a Subdivision of the South Half of the West Half of the Northwest quarter and the West Half of the Southwest quarter of Section 15 Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 25534524 together with its undivided percentage interest in the common elements.

10.00

Robert J. Wesley, Jr. 8/8/80 6316 S. Western Ave., Chicago, 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 thereon, 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 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 (inlaid 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.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) 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

[SEAL] X John J. Wunder [SEAL]  
[SEAL] X Dorothy M. Wunder [SEAL]

STATE OF ILLINOIS.

Eileen M. Keating

County of Cook ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT John J. Wunder and Dorothy M. Wunder, His Wife

who are personally known to me to be the same person, whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they executed, signed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein expressed, with, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 15th day of August, A.D. 1980

EILEEN M. KEATING  
Commission Expires  
October 18, 1982

Eileen M. Keating  
Notary Public



AUG 20 1980 67-89-7731

25553865

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 buildings or improvements now or hereafter on the premises which may become damaged or destroyed...

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...

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...

4. In case of default thereon Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore required of Mortgagors in any form and manner deemed expedient and may, but need not, make full or partial payment of or on behalf of the premises or of the note for attorneys' fees, Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, attorneys' charges, publication costs and costs...

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 authority without inquiry into the accuracy of such bill, statement or estimate...

6. Mortgagors shall pay when due each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall be deemed to be an installment in the note or in this deed...

7. When the indebtedness herein secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon in any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses...

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 and to the execution of this Trust Deed...

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 to Mortgagors, without regard to the solvency or insolvency of Mortgagors...

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 obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct...

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 at the request of any person who shall, either before or after maturity thereof, produce to Trustee the note secured by this trust deed...

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 resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of the County in which the premises are situated shall be Successor in Trust 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 or this Trust Deed.

16. The Holder of the Note may collect a 'late charge' not to exceed two cents (2c) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

17. In addition to the monthly payment, of principal and interest herein specified, the Mortgagors shall pay 1/12th the annual amount of the general taxes with each monthly payment. In the event such payment shall not be sufficient to pay such taxes when due, Mortgagors agree to deposit, on demand, such additional amounts as may be required for that purpose.

18. With respect to any deposit of funds made by the Mortgagors hereunder, it is agreed as follows: (a) Mortgagors shall not be entitled to any interest on such deposits until such deposits shall be held and used exclusively, as herein provided, and shall be irrevocably appropriated to the terms hereof, or of the Note, the holder of the note may, at its option, notwithstanding the purpose for which said deposits were made, apply the same in reduction of said indebtedness or any other charges then accrued, or to be accrued, secured by this Trust Deed.

19. It is expressly agreed and understood that in the event of transfer of title to the real estate described herein, without first obtaining the written consent of the holder of the Note secured hereby, the entire balance due on the Note shall then become due and payable in full.

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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. R.E.L. No. 0-636. MARQUETTE NATIONAL BANK, as Trustee. [Signature] Real Estate Loan Officer

D NAME  
E STREET  
I CITY  
V  
E  
R Y

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

10940 S. Keating, Unit 2 A Oak Lawn, Illinois

BOX 533 OR BUSINESS OFFICE BOX NUMBER 600