25580151

This Indenture,

June 18.

19, 80 , between

ROBERT J. GROYA, Single and Never Married, of the Village of Countryside, County of Cook and State of Illinois

herein referred to as "Mortgagors," and

LA GRANGE STATE BANK

an Illinois corporatio Joing business in La Grange, Illinois, herein referred to as Trustee, witness

THAT WHEREAS tle Martengors are justly indebted to the legal holder or holders of the Installment Note cribed, said legal holder and acre being referred to as Holders of the Note, in the Principal Sum of EIGHTY-ONE THOUSAND AND NO/100 (\$81,000.00)- -

BEARER

and delivered, in and by which said Note the Yor agors promise to pay the said principal sum together with interest thereon as provided in said note, said principal and interest bun

payable in monthly installments on the 15th day of each month commencing with August 15, 1980

until said note is fully paid except that the final payment of principal at a interest, if not sooner paid, shall be due on the 15th day of July 2005; provided that the principal of act installment unless paid when due shall bear interest at the rate of 10 3/8 per cent per annum, and all of said principal and interest oeing made payable at La Grange State Bank, La 20 05; provided that the principal of ach installment unless paid when due shall bear interest

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of m mey and any advances made by the holder of this note, 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 als / in / usideration of the sum of One Dollar in hand paid, the receipt whereof is acknowledged, do by these presents CONVEY and W. RRANT unto the Trustee, its

lying and being in the Village of Indian Head Park

Cook

in the WILSHIRE GREEN CONDOMINIUM, A. ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: DELINEATED

> Part of Outlot 3 of Indian Head Park Condominium Unit 1, being a subdivision of part of the West half (1/2) of the North West quarter (1/4) of Section 20, Township 38 North, Range 12, 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 25077886, as amended from time to time, together with its undivided percentage interest in the common elements.

Mortgague also hereby grants to mortgage, their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforesaid Declaration of Condominium and in the Declaration of Easements, Covenants and Restrictions for the Wilshire Green Association recorded as Document 22779633, as amended and supplemented from time to time, and hortgage/reserves to itself, its successors and assigns, the rights and easements set forth in said declarations for the benefit of the remaining property described therein and the right to grant said rights and easements in conveyances and mortgages of said remaining property.

This Deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declarations the same as though the provisions of said Declaration were recited and stipulated

/PY

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Property of Cook County Clerk's Office

1980 SEP 11 AM 1: 11

Sidney M. Olson

25580151

THIS INSTRUMENT WAS PREPARED BY LA GRANGE STATE BANK
REAL ESTATE DEPARTMENT
14 S. LA GRANGE ROAD
LA GRANGE, ILL. 60525

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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 park, with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to sppl 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, inadoor beds, awn as, over and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, an at a squeed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagors or their successors or asi as a greed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagors or their

TO HAVE / ND TO HOLD the premises unto the said Trustees, its successors and assigns, forever, for the purposes, and upon the uses and trusts feria 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.

IT IS FURTHER UN OF 'S' OOD AND AGREED THAT:

- 1. Mortgagors shall (1) prom 1/1 pair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or b destrived; (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 indebtedness which may be secured by a lien or charge on the remises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee o. 11 holders of the note; (4) complete within a reasonable time any buildings now or at any time in process of erection up on slid premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (c) and the no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors covenant and agree that no building or improvements shall be erected or constructed on said premises, nor shall any building or improvements now or hereafter on said, remises be substantially remodeled or repaired without the consent in writing of the Trustee, or the holder and owner of the note secured his cety and any lien in favor of any person furnishing labor or material in and about said premises shall be and is hereby expressly made subject and subordinate to the lien of this trust deed.
- 3. Mortgagors shall pay before any penalty attaches all general times, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises wher due, and shall upon written request, furnish to Trustee or to holders of the note duplicate receipts, therefor. To prevent default there and mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may lest a to contest.
- 4. Mortgagors shall keep all buildings and improvements now or hereafter st uated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurence companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured by reby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trust of the tholders 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 explice, mall feliver renewal policies not less than ten days prior to the respective dates of expiration.
- 6. The Trustee or the holders of the note hereby secured making any payments 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 title or claim thereof.
- 7. That in the event of ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.
- 8. Mortgagors shall pay 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, 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, (b) when default shall occur and continue for thirty days in the performance of any other agreement of the Mortgagors herein contained, or (c) in the event the ownership of said property or any part thereof becomes vested in a person other than the mortgagor.
- 9. 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 Trustees or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and cost (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstacts 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 reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby

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and immedia' by die and payable, with interest thereon at the rate of 10 3/8 per cent per annum, when paid or incurred by Trustee or 1.01.7.6 he note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a barn, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the amencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; C(c), eparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether C(c) actually commenced.

- 10. The proceeds or any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and tape see incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second. The her items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest her on as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal cpre entatives or assigns, as their rights may appear.
- shall have power to collect the rents, issues and profits of sai premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemy on, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of suc receivir, would be entitled to collect such rents, issues and profits, further times when Mortgagors, except for the intervention of suc recent r, would be entitied to cohect such rents, issues and profits, and all other powers which may be necessary or are usual in such a cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court 'om 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 indebt dur's a ceured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become styperic 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 r ad lefficiency.
- 12. No action for the enforcement of the lien or of any provision hereof shalt, 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 ecured.
- 13. Trustee or the holders of the note shall have the right to inspect the premise, at all rease the times and access thereto shall be permitted for that purpose.
- 14. Trustee has no duty except 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 erms hereof, nor be liable for any acts or omissions, hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 15. 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 her of to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, n pr senting that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a requested of a successor trustee, such successor trustee may accept as the certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the lescrip ion herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and refers contained on the note and which purports to be executed by the persons freeth obsquared as the inaxers thereby, and refers to requested of the original trustee and it has never executed a certificate on any instrument identifying same as the not described herein, it may accept as the genuine note herein described any 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 persons herein designated as makers thereof.
- 16. Trustee may resign by instrument in writing filed in the office of the Recorder or Registar 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 of Deeds of the county in which the premises are situated shall be 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 reasonable compensation for all acts performed hereunder.
- 17. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagors and all person 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.
- 18. It is the intent hereof to secure the payment of the note herein described whether the entire amount shall have been advanced to the mortgagors, or to their successors in title, at the date hereof, or at a later date; or, having been advanced to the mortgagors, or to their successors in title, shall have been repaid in part and further advancements made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the amount named in said note, plus any amount or amounts that may be added to the mortgage indebtedness under the terms hereof, in order to protect the security. Such additional advances may be evidenced by a note or agreement executed by the mortgagors, or their successors in title. Notwithstanding any other provisions herein contained, upon presentation or the note described herein and identified herewith marked paid or cancelled, the Trustee is authorized to release this Trust Deed and the lien thereof.

Vitness the hand and seal of Mortgago	ors the day and year first above written.
Robert J. Groya (Seal)	(Scal)
(Seal)	(Seal)

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STATE OF			ss.	
COUNTY	OF .	Cook		
		i,	the undersigned	
6		otary	Public in and for and residing in said County,	
	saic	I, DO	HEREBY CERTIFY THAT <u>Robert J. Groya.</u>	Single and
	(Q)	<u> </u>	Never Married	
	wh_		personally known to me to be the same p	
		9	is subscribed to the foregoing in this day in person and acknowledged that	he
			alr, c and delivered said Instrument as his	free and
			act, for the uses and purposes therein set fort	
			r of the right of homestead.	•
			0	S. Agriffication of the Control of t
		GIVE	N under my hand and Notarial Seal this15t	historian -
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The Installment Note mentioned in the within Trust Deed has been identified herewith under: 7940	Ē	as Trustee		
The with here	<u> </u>	as 3	•	

MOXXEAX

For Installment Note ROBERT J. GROYA LA GRANGE STATE BANK

125 Acacia, Unit #215*E* Indian Head Park, IL 60525 Trustee

La Grange, Illinols

LA GRANGE STATE BANK

BOX 533

END OF RECORDED DOCUME