River Oaks B	ank
and Trust Com	pany

TRUST DEED SECOND MORTGAGE FORM

25630248

THIS TRUST DEED made this 11th day of October , 19 80 , between <u>Manue1 G. Paragas an</u>
Myrna Liragas, his wife
of the
and State of III) ois (hereinafter, whether one or more, and if more than one, jointly and severally, called "Mortgagor") and RIVER (BANK AND TRUE", COMPANY, an Illinois banking corporation, doing business and having its principal office in Calumet City, Illino Trustee, (hereinafter alle 1 "Trustee") WITNESSETH:
WHEREAS, Mortgag or i. justly indebted to the legal holder(s) of the installment note hereinafter described, in the sum of Forty-
Thousand Eight Hundre Thirty Five and 36/100thsD
(S41.835.36), which indebtedness is evidenced by Mortgagor's installment note (the identity of which is evidenced I identification number corresponding to the identification number of this Trust Deed), of even date herewith, made payable to THE OR OF RIVER OAKS BANK AND TRUST CO IF 114, and upon the terms and provisions as provided therein, (hereinafter "Note") and delin in and by which Note, Mortgagor promises to pay said indebtedness in monthly installments as provided therein, with the final installments are provided therein, with the final installments are provided therein.
if not sooner paid, due and payable onOctober 17, 1987
WHEREAS, the indebtedness evidenced by the Normand all extensions and renewals thereof, in whole or in part, to the extent perm by applicable law, all costs and disbursements, including without limitation, reasonable attorneys' fees, incurred by Trustee and/or hof the Note in legal proceedings to collect the debt. "It would by the Note or to realize upon any Collateral (as defined in the Note). Default (as hereinafter defined in paragraph 9 hereof), and any and all other sums which at any time may be due or owing or required paid as provided in this Trust Deed or in the Note, are helical er called the "indebtedness secured hereby". The legal holder(s) of the are hereinafter, whether one or more, called "holder of the Note". The unread portions of the FINANCE CHARGE and insurance charging any, determined as set forth in the Note are hereinafter called 'Unear of Charges';
NOW, THEREFORE, Mortgagor, to secure the repayment of the indebtness secured hereby in accordance with the covenants and a ments herein and in the Note contained, and the performance and companies, so the covenants and agreements of Mortgagor as herein in the Note contained, and also in consideration of the sum of One Dolla (S1 00) in hand paid and for other good and valuable considera the receipt and sufficiency of which is hereby acknowledged, does hereby con ay and Warrant unto Trustee, its successors and assigns, following described real estate:
Lot 129 in Huguelet's 8th Addition to South Holland being a esubdivision of part of the East 3/4 ofLot 1 which lies South of the Centerline of the Little Calumet River in Subdivision of the Southwest 1/2 of Section 24, Township 36 No min, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
25630248
7,6
Or
which, together with the property hereinafter described, is called the "Premises",
TOGETHER with all improvements, tenements, buildings, easements, fixtures, privileges, reservations, allowances, heredital nents appurtenances now or hereafter thereunto belonging or pertaining; and any and all rights and interests of every name and nature now or after owned by Mortgagor, forming a part of or used in connection with the real estate or the operation and convenience of the buildings improvements located thereon, including, by way of enumeration but without limitation, all equipment owned by Mortgagor and usecuseful in the operation of the real estate or improvements thereon or furnished by Mortgagor to tenants thereof; all machines, machine fixtures, apparatus, equipment or articles used to supply heating, gas, electricly, air conditioning, water, light, power, sprinkler protective water removal, refrigeration and ventilation (whether single units or centrally controlled), and all floor covering, screens, storm windows adoors, window shades, blinds, awnings, stoves, refrigerators, dishwashers, disposal units, range hoods, water heaters and blowers; in ecase now or hereafter placed in, on or at the Premises, it being understood that the enumeration of any specific articles of property sin no wise exclude or be held to exclude any items of property not specifically enumerated,
AND TOGETHER WITH all of the rents, income, receipts, revenues, issues and profits thereof and therefrom,
AND all of the land, estate, property and rights hereinabove described and hereby conveyed and intended so to be, whether or not affir or annexed to the real estate, are intended to be as a unit and are hereby understood, agreed and declared to form a part and parcel of real estate and to be appropriated to the use of the real estate and for the purposes hereof shall be deemed to be real estate conveyed a mortgaged hereby.
TO HAVE AND TO HOLD the Premises unto Trustee, its successors and assigns, forever, free from all rights and benefits under and virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits are hereby expressly released and waived, the purposes, uses and trusts herein set forth, together with all right to retain possession of the Premises after any default in the payment all or any part of the indebtedness secured hereby or the breach of any covenant or agreement herein contained, or upon the occurrence any Default (as hereinafter defined in paragraph 9 hereof).
This document was prepared by:
(Name) Joyce Gurtatowski

AND IT IS FURTHER AGREED THAT:

Payment of Indebtedness. Mortgagor shall promptly pay when due each item of indebtedness secured hereby and shall duly perform and observe all the covenants and agreements herein or in the Note provided on the part of Mortgagor to be performed and observed.

First Mortgage.

- Mortgagor shall comply with all covenants and agreements contained in the first mortgage note (hereinafter called "First Mortgage Note") and the first mortgage or trust deed securing the First Mortgage Note (hereinafter called "First Mortgage") to be performed and observed by Mortgagor. The first mortgagee or the trustee and holder of the First Mortgage Note are hereinafter collectively called the "First Mortgagee".
- Mortgagor covenaries that this Trust Deed is lawfully executed and delivered in conformity with the First Mortgage Note and First Mortgage and this to refault has occurred or exists under the First Mortgage Note or First Mortgage.

 The terms of the First Mortgage Note or First Mortgage shall not be amended or modified without the prior written consent of holder of the Pirst Mortgage Note or First Mortgage shall not be amended or modified without the prior written consent of holder of the Pirst Mortgage Note or First Mortgage shall not be amended or modified without the prior written consent of holder of the Pirst Mortgage Note or First Mortgage shall not be amended or modified without the prior written consent of holder of the Pirst Mortgage Note or First Mortgage Note o

- (c) The terms of the First Mortgage Note or First Mortgage shall not be amended or modified without the prior written consent of holder of the Note.

 (d) Mortgagor shall prompt'y firnish to holder of the Note copies of all notices received from First Mortgage regarding the First Mortgage Note or First Mortgage regarding the First Mortgage Note or First Mortgagor shall (a) keep the Premises in good condition and repair, without waste; (b) promptly repair, restore or rebuild all buildings or in provements now or hereafter on the Premises which may become damaged or destroyed; (c) complete, within a reasonable time, any build' n(s) now or at any time in the process of erection upon the Premises; (d) make no substantial repairs, alterations or remodeling of the Premiss unless the written consent of holder of the Note shall first have been obtained; (e) comply with all laws and municipal ordinances with "sep" to the Premises and the use thereof; (f) not do, or permit to be done upon the Premises, anything that might impair the value thereor, or the lien of this Trust Deed; (g) keep the Premises free from liens of mechanics and materialmen, and from all other liens, charges, claims or encumbrances, except for the liens of this Trust Deed, the First Mortgage in existence on the date hereof and current real estate tare, not yet due and payable; (h) pay when due any indebtedness which may be secured by a lien, charge or encumbrance to hold or of the Note; and (i) suffer or permit no change in the general nature of the occupancy of the Premises, without the prior written consent of holds of the Note.

 Inspection of Premises. Holder of the Note shall have no right to inspect the Premises from time to time at all reasonable time or times, and access thereto shall be permitted for that purpose.

 Taxes. Mortgagor shall pay all general and special taxes, g nera, and special assessments, water charges, sewer charges and other charges, fees, penalties, fines and impositions of any kind (all he reinal er generally called "Taxes"

- desire to contest.

 Insurance.

 (a) At all times, Mortgagor shall keep all buildings and improvement we existing or hereafter erected on the Premises insured in the greater of the amount of eighty percent (80%) of its full insurable ralue, or in an amount sufficient to pay in full the indebtedness secured by the First Mortgage and the amount of the indebtedness secured by the First Mortgage and the amount of the indebtedness secured by the First Mortgage and the amount of the indebtedness secured hereby, against loss or damage by fire, flood damage where holder of the Note is required by law to have its collateral so in ured, and hazards included within the term "extended coverage", and for such periods as holder of the Note may require. The in urer providing such insurance may be chosen by Mortgagor subject to holder of the Note's right to refuse, for reasonable cause, to a promy insurer offered by Mortgagor. All insurance policies and renewals thereof shall be in form acceptable to holder of the Note in form acceptable to holder of the Note in favor of and with loss payable to r.r. stee for the benefit of holder of the Note, shall provide that in no event shall such policy be cancelled without at least ten (10) Jayr prior written notice to holder of the Note, and shall be delivered to holder of the Note. Appropriate renewal policies shall be delivered to holder of the Note, and holder of the Note is days prior to the respective dates of expiration.
 - days prior to the respective dates of expiration.

 In the event of loss or damage, Mortgagor shall give prompt notice to the insurer and folion of the Note, and holder of the Note is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and in such case, Mortgagor covenants to sign upon demand all receipts, vouchers and releases required to be signed by the insurance on panies. Holder of the Note, at its option, may apply all or any part of the insurance proceeds of any loss either to the reduction of indebtedness secured hereby in such order or manner as holder of the Note may elect or to the restoration or repair of the Premises and such application of proceeds shall not extend or postpone the due date of the monthly installments as herein and in the Noti provided, or change the amount of such installments. If, as provided in this Trust Deed, the Premises are acquired by Trustee or holder of the Note, all right, title and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting in mission and prior to the sale or acquisition shall pass to Trustee or holder of the Note to the same or acquisition.

- interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting 1 m loss or damage to the Premises prior to the sale or acquisition shall pass to Trustee or holder of the Note to the extent of the sums set, rr. by this Trust Deel immediately prior to such sale or acquisitions. If Mortgagor fails to perform the covenants and agreement, rer sin and in the Note contained, or if any proceeding is commenced which materially affects the interest of Trustee or holder of the Note in the Premises, including, but not limited to, eminent domain, insolvency, code enforcement, or an arrangement or proceedings involving a bankrupt the premiser of the control of the premiser of the Note and may be their required to make full or partial payments of principal or interest on prior and co-ordinate combrances; if any, and pri mase, discharge, compromise or settle any lien, encumbrance, suit, title or claim thereof, or redeem from any tax sale or forfeiture affecting the premiser or context any tax or assessment. Neither Trustee nor holder of the Note shall incur any filling because of anything that; imay do or context any tax or assessment. Neither Trustee nor holder of the Note shall incur any filling because of anything that; imay do or account of any default hereunder on the part of Mortgagor. In making any payment herein authorized, Trustee or holder of the Note shall be sole judges of the legality and validity thereof, and of the amount necessary to be paid in stated in thereof.

 Condemnation. If the Premises, or any part thereof, shall be taken by condemnation, eminent domain or other taking, or by agreement between Mortgagor. In the Note and those authorized to exercise such right, holder of the Note is hereby empowered to coll can and receive all compensation which may be paid for any property to taken or for damages to any property not taken and
- Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order
 of priority to the extent permitted by applicable law: First, on account of all costs and expenses incident to the foreclosure proceedings,
 including, without limitation, all items enumerated in paragraph 10 above; second, all other items which, under the terms hereof, constitute indebtedness secured hereby additional to that evidenced by the Note; third, all sums remaining unpaid on the Note, less Unearned

Charges; and, fourth, any surplus to Mortgagor, its heirs, legal representatives, successors or assigns, as their rights may appear. To the extent permitted by applicable law, in case of payment of said indebtedness after the preparation or filing of any suit, and prior to the entry of any judgment or decree, a reasonable sum for legal services rendered to the time of such payment shall be allowed, which, together with any sum paid for continuation of evidence of title, court costs, stenographers' charges, and expenses of such proceedings shall be additional indebtedness secured hereby.

12. Receiver. Upon, or at any time after the commencement of any foreign services rendered to the time of such payment shall be allowed, which, together additional indebtedness secured hereby.

12. Receiver. Upon, or at any time after the commencement of any foreclosure proceeding harvender, the court in which such suit is filled may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice to Mortgagor, without requiring bond, without regard to the solvency or insolvency of any person liable for payment of the indebtedness securer? areby, and without regard to the solvency or insolvency of any person liable for payment of the holder of the Premises. The payment of the claiming under Mortgagor, without regard to the solvency or insolvency of any person liable for payment of the holder of the Premises of the Premises or the occupancy thereof as a homestead. Trustee or holder of the Premise of the Premis

shall have occurred. Neither Trustee nor holder of the Note shall be obligated to perform or rescharge any obligation, duty or liability of lessor under any lease of the Premises.

16. Waiver of Defense. No action for the enforcement of the lien or of any provision hereof shall be surject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

17. Forbearance by Trustee or Holder Not a Waiver. Any delay or omission by Trustee or holder of the Note of performance of any overland to a greement herein or in the Note of performance of any overland to a greement herein or in the Note contained thereafter in any manner shall affect the right of Trustee or holder of the Note to require or enforce performance of the single or partial exercise by Trustee or holder of the Note of any right or remery any other of said covenants or agreements, and no single or partial exercise by Trustee or holder of the Note of any right or remery any other of said covenants or agreements, and no single or partial exercise by Trustee or holder of the Note of any right or remery any other of said covenants or agreements, and cumulative. To the extent permitted by applicable law, all rights and remedies herein conforted upon Trustee or holder of the Note are distinct and cumulative to any other rights and remedies under this Trust Deed or afforded by any or equity, and may be exercised concurrently, independently or successively. Every right or remedy may be exercised from time to in a and as often as may be deemed expedient by Trustee or holder of the Note.

19. Release of Trust Deed. Trustee shall release this Trust Deed and the lien thereof upon presentation of satisfactory evidence that all indebtedness secured hereby has been fully paid and all covenants and agreements herein made by Mortgagor have been perforned. The provisions of the "Trust and Trustees Act" of the State of Illinois as amended from time to time shall be applicable to this Trust Deed and the Note which

on the Note, it may accept as the Note any note which may be presented and which conforms in substance with the description letern contained of the Note and which purports to be executed by the makers thereof.

20. Waiver of Liability. Neither Trustee, nor any of its agents or attorneys, nor holder of the Note, shall (a) have any duty to examine the title, location, existence or condition of the Premises, or to inquire into the validity of the signatures or the identity, capacity or authority of the signatories on the Note or on this Trust Deed; (b) be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof; or (c) be personally liable for any acts or omissions hereunder, except in case of their own gross negligence or willful misconduct or that of the agents, attorneys or employees of Trustee or holder of the Note, and, to the extent permitted by applicable law, they may require indemnities satisfactory to them before exercising any power herein given.

21. Resignation of Trustee. Trustee may, at any time, resign or discharge itself of and from the trust hereby created by instrument in writing filed in the office of the Recorder or Registrar of Titles of the county in which the bremises are situated shall be Successor in Trust Any Successor in Trust thereunder shall have the identical title, powers and authority as are herein given Trustee.

22. Successors and Assigns. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagor and any and all persons claiming by, through or under Mortgagor, the same as if they were in every case named and expressed, and shall inure to the benefit of Trustee, its successors and assigns, and to holder of the Note. Each from time to time holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same effect

Joint and Several Liability. The word "Mortgagor" shall include all such persons and all persons liable for the payment of the indebtedness secured hereby or any part thereof, and all such persons shall be jointly and severally liable hereon, and any notice from Trustee or holder of the Note to Mortgagor may be given to all Mortgagors in case of any one or more Mortgagors selected by Trustee or holder of the Note. Notwithstanding anything to the contrary herein contained, no Mortgagor is obligated to pay any indebtedness described herein unless the Mortgagor has signed the Note.

After-Acquired Consumer Goods. To the extent that any property constituting a part of the Premises are consumer goods, notwithstanding anything contained in this Trust Deed or in the Note to the contrary, Trustee or holder of the Note shall not have a lien or security interest in after-acquired consumer goods of Mortgagor other than accessions, unless Mortgagor acquires rights in said consumer goods within ten (10) days after Trustee or holder of the Note have given value. The terms in this paragraph 25 shall be defined as set forth in the Uniform Commercial Code as enacted in Illinois from time to time.

Governing Law. The loan secured hereby has been made, and the Note and this Trust Deed have been delivered at Calumet City, Illinois, and the rights and obligations of the parties hereunder, including matters of validity, performance, construction and enforcement shall be governed and construed in accordance with the laws of the State of Illinois.

Provisions Severable. Wherever possible, each provision of this Trust D provision or clause of this Trust D provision or clause shall be ineffective only to the extent of suc	ist Deed shall be interpreted in such manner as to be effective and valid eed be deemed to be prohibited by or invalid under applicable law, such h prohibition or invalidity, without invalidating the remainder of such
provision or clause or the remaining provisions and clauses of this 1	rust Deed.
IN WITNESS WHEREOF, Mortgagor has executed and delivered thi	•
Manuel G. Paragas	Myrna R. Paragas
Mattuel G. Taragas	
STATE OF ILLINOIS } COUNTY OF COOK } SS	
Cheryl Crocilla	, a Notary Public in and for and residing in said County,
in the State aforesaid, DO HEREBY CERTIFY THAT Manuel G.	Paragas and Myrna R. Paragas, his wife
who are personally known to me to be the same per on S	ut
appeared before me this day in person and acknowledged that	theysigned, sealed and delivered the said instrument
as their free and voluntary act, for the uses and pur oses there	in set forth, including the release and waiver of the tight of homestead.
GIVEN under my hand and Notarial Seal this <u>11th</u> day o.	Crey Cocker
My Commission Expires: 11-9-83	Notary Public Cooking
	4h
IMPORTANT	Identification Number
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY RIVER OAKS BANK AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.	RIVER OAKS BAY A A D TRUST COMPANY, T ur was. By: Assistant Trust Officer Assistant Secretary Assistant Vice President
□ MAILTO: River Oaks Bank and Trust Company	For Recorder's index purposes, insert street address of above described Premises here.
93 River Oaks Center	16858 Paxton Avenue
Calumet City, Illinois 60409	South Holland, Illinois 60473
Place in Recorder's Office Box Number	
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0CT-20-50 3	
12°° E	25630248 ************************************

END OF RECORDED DOCUMENT