

25660528

13⁰⁰

This Indenture, Made September 26, 1980, between

GUS HARITOS and ELAINE N. HARITOS, his wife,
of the City of Chicago, County of Cook and
State of Illinois

herein referred to as "Mortgagors," and

LA GRANGE STATE BANK

an Illinois corporation doing business in La Grange, Illinois, herein referred to as Trustee, witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described, said legal holder or holders being referred to as Holders of the Note, in the Principal Sum of SIXTY THOUSAND NINE HUNDRED AND NO/100 (\$60,900.00) - - - - - Dollars evidenced by one certain Installment 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 together with interest thereon as provided in said note, said principal and interest being

payable in monthly installments on the 6th day of each month commencing with December 6, 1980

until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 6th day of November, 1989; provided that the principal of each 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 being made payable at La Grange State Bank, La Grange, Illinois.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is 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,

situated, located and being in the Village of Indian Head Park

County of Cook and State of Illinois

Unit 613E & P-62E in the WILSHIRE GREEN CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

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.

Mortgagor also hereby grants to mortgagee, 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 mortgagor 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 at length herein.

Aug.

1414687 - 68-67-540

(2)

EXPRESSION OF THE PROPERTY

RECORDER'S OFFICE
25660528

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1414
②

RIDER A
EXPIRE

to wit:

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sidney H. Olson
RECORDER OF DEEDS

1920 NOV 12 AM 9:00

25660528

85209225

1000325

25660528

REC-
EOD

which, with the property hereinafter described, is referred to herein as the "premises".

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

BOX 533

and immediately due and payable, with interest thereon at the rate of 10 3/8 per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate 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.

10. 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 secured indebtedness additional to that evidenced by the note, with interest hereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

11. Upon, or 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, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then 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 Mortgagors, 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, possession, 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 in whole 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 sale; (2) the deficiency in case of a sale and deficiency.

12. 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.

13. 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.

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 terms 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 hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit 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 the genuine note herein described any 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 persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note 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 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 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 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 of the note described herein and identified herewith marked paid or cancelled, the Trustee is authorized to release this Trust Deed and the lien thereof.

Witness the hand S _____ and seal S _____ of Mortgagors the day and year first above written.

x Guadalupe Haritos
Guadalupe Haritos

x Elaine N. Haritos (Seal)
Elaine N. Haritos

(Seal)

(Seal)

25660528
Recorder's Office

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF Cook ss.

I, _____ the undersigned
a Notary Public in and for and residing in said County, in the State afore-
said, DO HEREBY CERTIFY THAT Gus Haritos and
Elaine N. Haritos, his wife
who are personally known to me to be the same person s whose
name s are subscribed to the foregoing instrument, appeared
before me this day in person and acknowledged that they
signed, sealed and delivered said instrument as their free and
voluntary act, for the uses and purposes therein set forth, including release
and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 5th
day of November A.D. 19 80

Paul R. Shettle
Notary Public.



82560528

The Installment Note mentioned in the
within Trust Deed has been identified
herewith under:

Identification No. 7966
La Grange State Bank
as Trustee,
By J. B. Burke, Vice President

TRUST DEED

For Installment Note

GUS HARITOS and
ELAINE N. HARITOS, his wife

To
LA GRANGE STATE BANK
Trustee

125 Acacia, Unit #613
Indian Head Park, IL 60525

RETURN TO:
Real Estate Loan Dept.
La Grange State Bank
14 S. La Grange Road
La Grange, IL 60525

LA GRANGE STATE BANK
La Grange, Illinois

25660528

END OF RECORDED COPY