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This Indenture,

Made

September 26,

19, 80, 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 Morte of the justly indebted to the legal holder or holders of the Installment Note hereinafter described, said legal holder or holders? cing 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 Mark wors of even date herewith, made payable to

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and delivered, in and by which said Note the Mortgago. s romise 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 commencing with December 6, 1980

until said note is fully paid except that the final payment of principal and intres', if not sooner paid, shall be due on the 6th day of November 00; provided that the principal of each install plant 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, a, ble 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 dvances made by the holder of this note, and said interest in accordance with the terms, provisions and limitations of this trust do and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in considers ion of the sum of One Dollar in hand paid, the receipt whereof is acknowledged, do by these presents CONVEY and WARRANT unto be Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein,

situated, lying 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.

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to wit:

COOK COUNTY, ILL INOIS

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

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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 parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to 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, inadoor beds, awnings, io, is 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 Trustees, its successors and assigns, forever, for the purposes, and upon the uses and trusts are zin set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which is id rights and benefits the Mortgagors do hereby expressly release and waive.

IT IS FURTHER UNIVERSTOOD AND AGREED THAT:

No. 10 The Property of the Pro

- 1. Mortgagors shall (1) pr mostly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged (1) by destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claim 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 provises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to the holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection of a said premises; (5) comply with all requirements 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
- 2. Mortgagors covenant and agree that no builling or improvements shall be erected or constructed on said premises, nor shall any building or improvements now or hereafter on said predises be substantially remodeled or repaired without the consent in writing of the Trustee, or the holder and owner of the note secultary and any lien in favor of any person furnishing labor or material in and about said premises shall be and is hereby expressly mades of the subordinate to the lien of this trust deed.
- 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 v.en. us, and shall upon written request, furnish to Trustee or to holders of the note duplicate receipts, therefor. To prevent defaul hereu ider Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors n. v. desire to contest.
- Mortgagors shall keen all buildings and improvements now or be, an existingted on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the asurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness. ec. ac. hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to "rus" e "r the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each soling, and shall deliver all policies, including additional and renewal policies, to holders of the note and in case of insurance about to apile, thall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 5. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner 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 and any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or co tte. any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection to ewith, including waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 6. The Trustee or the holders of the note hereby secured making any payments hereby authorized relating to 1 xes / 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
- 7. That in the event of ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgage 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
- 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.
- 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 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 on menced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security of the foreclosure hereof after accrual of such right to foreclose 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 parture the hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the ote, with interest hereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to the ote, with interest hereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to the oter of the interest hereon as the resulting of the oter.
- 11. Upon, or any time after the filling of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such as or lament 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 tome tead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, is use an option of redemption, whether there he redemption or not, as well as during any further times when Mortgagors, except for the introcupion of such receiver, would be entitled to collect such rents, issues and prouts, and all other powers which may be necessary in are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of s. id 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 if; () The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be not superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the defici ncy in case of a sale and deficiency.
- 12. No action for the enforcement of the lien or of an 1 rovision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at aw up ... he note hereby secured.
- 13. Trustee or the holders of the note shall have the right to in pect 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 unlest except yobligated by the terms hereof, nor be liable for any acts or omissions, hereunder, except in case of its own gross negligence or also induct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power by eighting.
- 15. Trustee shall release this trust deed and the lien thereof by proper instrument [10] a presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may exculae and delimate a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and thin to T ustee he note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true vithou, i quiry. Where a release is requested of, a successor trustee, such successor trustee may accept as the genuine note herein cut of any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in s. s. time with the description herein contained of the note and which purports to be executed by the persons herein designated as then also so 't 'tereof, and where the release is requested of the original trustee and it has never executed a certificate on any instrument ident', yin 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 a rerein designated as makers thereoff. 4.
- 16. Trustee may resign by instrument in writing filed in the office of the Recorder or Registar of Titles in which this in the shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of De ds of the country in which the premises are situated shall be Successor in Trust; any Successor in Trust hereunder shall have the identical in the powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled reasonable compensation for all a star 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.

Witness the hand S and seal S	of Mortgagors the day and year firs	above written.	-
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