## 25926763

TRUST DEED

THIS INDENTURE, Made

June 15,

1981 , between Ronald P. Klopp and Rhonda Klopp, his wife

herein referred to as "Mortgagors," and John J. Riordan, as Trustee

residing in

Mt, Prospect

, 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

21.0 % per annum <del>pri</del>

until said Note is fully and a set that the final payment of principal and interest, if not soomer paid, shall be due on the 14th day of September 1) 81. All monthly payments on account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid account of the indebtedness evidenced by the indebtedness evidenced of September shall bear interest at the rate of the per cent per annum.
Twe it -one

All payments of principal and interest shall be made payable at such banking house or trust company in Cook County, 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 COUNTRYSIDE BANK. Moun Princip. Illinois.

NOW, THEREFORE, the Mortgagors to occure 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 performed, and displacements herein contained, by the Mortgagors to be performed, and so in consideration of the sum of One Dollar in hand said, the receipt whereof is hereby acknowledged, do by these presents CONVET and WARRANT into 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 Village of Mt. Prospect com

Cook

Lot 112 in Green Acres Subdivision unit 3 being a subdivision of part of the East half of the North Wes quarter of Section 14, Township 41. North, Range 11, East of the Third Irincipal Meridian, in Cook County, Illinois.

THIS INSTRUMENT VIAS PREPARED BY

Danie G Long

COUNTRYSIDE BANK 1190 S. ELMHURS, POAD MT. PROSPECT, IL 50056

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 crein 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 enefits the Mortgagors do hereby expressly telease and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Morts, gors (1) shall promptly repair, restore or rebrild any buildings or improveme or destroys... (3) shall keep said premises in good condition and repair, without waste, as easily subordinated to the lien hereof, except taxes and other governments assessments not secured by a lien or charge on the premises superior to the lien hereof, and upon request to Trustes to holders of the Note; (4) shall combles within a reasonable time any upon said premises; (5) shall combly with all requirements of law or municipal ordinal in make no materia silerations in easil premises except are required by law or municipal of the Note being first had and obtained; and (7) shall not sell, transfer, assign or other or suffer or permit any lien or encumbrance (whether or not junior and subordinate two), or any interest therein, without prior written consent of Trustee or holders of the

- In case Mortgagors shall fail to perform any covenants rm any act hereinbefore required of Mortgagors in any fo

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, including all such items as are mentioned in the preceding paragraph hereof; second, at other items which under the terms hereof constitute secured indebtedoes additional to that evidenced by the Note, with interest thereon as herein provided third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagors, their heirs, legal representatives or sesigns, as their principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagors, their heirs, legal representatives or sesigns, as their principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagors, their heirs, legal representatives or sesigns, as their principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagors.

9. Upon, or st 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 negard to the selvem; or involvement of Mortgagens 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 Irustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the result, 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 he redemption on, as well as during any further times when Mortgagen, except for the intervention of such receiver, would be entitled to collect such result, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, gossession, courted, management and operation of the premises during the whole of said period. The Court from time to time may authorite the receiver to apply the set income in his hands in payment in whole or is of the protection and the protection and the protection of the protection and the protection of the protection of the protection of the lien hereof or of such decree, provided such such application is made prior to foreclosure sair; (3) the deficiency in case of a sale and affectioned.

10. No action for the enforcement of the lieu 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. In stee 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 obliged to record this Trust

Deed or to exerci: my power herein given unless expressly obligated by the terms hereol, nor be liable for any acts or omissions hereuader, except its

case of its own most negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before

exercising any power her in given.

13. Trust. " clease this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust De of h is 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 maturit her of, produce and exhibit to Trustee the Note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as the genuine Note herein described by note which bears a certificate of indestification purporting to be executed by a prior trustee hereinder or which conforms in substance with the descrip on not no contained of the Notes and which purports to be executed by the persons herein designated as the makers thereof, it may accept as the conformation of the Note and which purports to be executed by the person herein designated as the makers thereof, it may accept as the conformation of the Note and which purports to be presented and which conforms in substance with the description herein contained of the Note and which purports herein designated as makers thereof.

14. Trustee may resign by in them it is writing filed in the office of the Recorder or Registers of Filics in which this instrument shall have been recorded or filed. In case of the real point inability or returned to act of the above-named Trustee, then the Chicago Title and Trust Company, of Cook County, Illicois, shall be and it is hereby appared to the shall be and it is hereby appared to the shall be and it is hereby appared to the shall be and it is hereby appared to the shall be and it is hereby appared to the shall be and it is hereby appared to the shall be and it is hereby appared to the shall be and it is hereby appared to the shall be and a shall be and it is hereby appared to the shall be and it is not the shall be and it is no

15. This Trust Deed and all provision beef, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors and the word "Mortgagors" when used herein stall 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 Not: or his Trust Deed.

16. In order to provide for the payment of taxes, assessments and insurance premiums required to be paid hereunder by Mostgagors. Mostgagors shall deposit with the holders of the Note holders of the Note holders of the Note may designate, on each mentally payment date an amount equal to 1/12th of the annual taxes and assessment will be premise and 1/12th of the annual premium on all such insurance as determined by the amount of the last available bills. The noney thus deposited in insurance reserves are to be held without interest and are to be applied to the payment of such taxes and assessments as become due or for renewing insurance policies when the same expire or for paying premiums theroon, and in the event any deficit shall exist in the so on of such deposit Mostgagors agree to deposit any amount necessary to make up the payment of taxes, assessments and insurance premiums. In c. of default in payment of any monthly installment or in the performance of any other covenants and agreements of Mostgagors herein contained, the ho'... of the Note may apply any and all sums then on deposit on account of the indebted-ness secured hereby.

17. The Trustee individually, may buy, sell, own and hold the Y ste to any interest therein, before or after maturity, and whether or not a default shall have occurred or exists, and said Trustee as a holder of the stote of any interest therein and every subsequent holder thereof shall be entitled to all the same states and the same are in this Trusteed siven bedder the bedder the same tenths of the trustee and as Trustee and as Trustee bereamed as all ever the deemed to have occurred or happened. Any actions or remedies provided in this T cut Deed to be taken by the Trustee or the holder of the Note may be taken loudy by the Trustee or the holder of the Note may be

1980 190 de day (1d 17 a first above written. \_(ŜEAL) Rhono Klop, his wife JUL--6-81 48-5-0-6-0 25/26765 - <del>| - 100</del> 10.15 STATE OF ILLINOIS County of \_\_ Cook Ronald P. Klopp and Rhonda Klopp, his wife nerein set forth, including the release and waiver of the right of homestea GIVEN under my hand and Notary Seal this 15th day GIVEN under my hand and Notary Seal this. orence De Blas Junesia Figurs March 12, 1994 Nota v 1 blic. IMPORTANT with under Identification No: \_\_\_861 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 RE-

COUNTRYSIDE BANK 1190 S. ELMHURST ROAD MT. PROSPECT, IL 60056





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