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River Oaks Bank			TRUST D	DEED			
and Trust Company		SECO	OND MORTG	SAGE FOR	M 25	399975	
THIS TRUST DEED made this	15th c	day of _	March	, 198	30 , betwe	een <u>Robert</u> J	J. Hemmond and
JoAnna Hammond, his wife					· ·		· · · · · · · · · · · · · · · · · · ·
of the <u>Village</u>		at _	Tinley	y Park	· .	, County of _	Cook
and State of Illing's 'hereinafter, whet BANK AND TP_ST ',OMPANY, an Trustee, (hereinafter called "Trustee") \	Illinois banking	re, and if	f more than or ition, doing bu	ne, jointly and isiness and har	i severally, ving its pri	, called "Mortgag	gor") and RIVER OAK!
WHEREAS, Mortgi gor 7; justly ind	debted to the leg	jal holde	er(s) of the inst	allment note t	nereinafter	r described, in the	sum of Twenty-Two
Thousand Four av 1 6/100t	.hs			<u></u>	<u> </u>		Dollar
(\$22,004.64 identification number corresponding to OF RIVER OAKS BANK AND TRUS in and by which Note, Mortgagor pro- if not sooner paid, due and payable on	o de identification COMPANY, an mi es co pay said	ion numi nd upon i	nber of this Tru the terms and patents tedness in mon	ust Deed), of a provisions as p	even date provided th	herewith, made thereinaft	ter "Note") and delivered
WHEREAS, the indebtedness evide by applicable law, all costs and disbur of the Note in legal proceedings to co Default (as hereinafter defined in paragipald as provided in this Trust Deed or i are hereinafter, whether one or more, cif any, determined as set forth in the Nor	enced by the No rsements, includi ollect the debt e graph 9 hereof), in the Note, are called "holder of	ote and a dir , v. id r ridenc o nd any herei a f the lot	all extensions a thout limitation d by the Note v and all other ather called the	in, reasonable or to realize sums which a "indebtedness ned portions o	attomeys' upon any at any time ss secured l	s' fees, incurred by Collateral (as de ne may be due or hereby". The leg	, to the extent permitted by Trustee and/or holder efined in the Note) after rowing or required to be gal holder(s) of the Note
NOW, THEREFORE, Mortgagor, to ments herein and in the Note contained in the Note contained in the Note contained, and also in const the receipt and sufficiency of which is a following described real estate: Lot 179 in Tinley Terrace 1	ed, and the perfo sideration of the hereby acknowle	formance sum of (ledged, d	e and o servand One Dollar (1) i does hereby Co	nce of the cove 1.00 in hand p onvey and War	renants and paid and fo irrant unto	d agreements of I or other good and o Trustee, its suc	Mortgagor as herein and divaluable consideration, cossors and assigns, the
the Southeast Quarter of Se Principal Meridian.	action 19, 7	rownsh	ilp 36 Nort	th, kar ge	13, Ear	st of the Th	ird
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						$\mathcal{N}_{\mathcal{A}}}}}}}}}}$	U Cit
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which, together with the property herein	after described, i	is called	the "Premises"	*			////
TOGETHER with all improvement appurtenances now or hereafter thereunt after owned by Mortgagor, forming a pa improvements located thereon, including useful in the operation of the real estatistics, apparatus, equipment or article waste removal, refrigeration and ventilatidoors, window shades, blinds, awnings, case now or hereafter placed in, on or in no wise exclude or be held to exclude a	art of or used in art of or used in ag, by way of er ate or improvem tes used to suppl tion (whether sin stoves, refrigera at the Premises	pertaining connect the connect the connect the control of the cont	ing; and any an ation with the ra- tion but withous ereon or furnish ing, gas, electric its or centrally ishwashers, disp ing understood	nd all rights an real estate or the out limitation, shed by Mortgi city, air condi- controlled), a sposal units, ra that the enun	nd interests the operation, all equips gagor to tel itioning, wand all flood ange hoose	ts of every name a ion and convenien ament owned by enants thereof; all vater, light, powe- or covering, scree- ods, water heaters	and nature now or f ere- nice of the buildings and Mortgagor and used o Il machines, machinery, er, sprinkler protection, ens, storm windows and as and blowers; in each
AND TOGETHER WITH all of the re					ereof and	therefrom,	the second section
AND all of the land, estate, property or annexed to the real estate, are intend real estate and to be appropriated to the mortgaged hereby.	led to be as a un	nit and a	are hereby und	derstood, agree	ed and dec	clared to form a	part and parcel of the
TO HAVE AND TO HOLD the Pren virtue of the Homestead Exemption Lat the purposes, uses and trusts herein set fa all or any part of the indebtedness secure any Default (as hereinafter defined in para	ws of the State forth, together w ed hereby or the	of Illin with all r se breach	nois, which right right to retain (hts and benef possession of	fits are her the Premi nent herein	reby expressly re ises after any def	eleased and waived, for fault in the payment of
This document was prepared by:			*** 1 *** *** **		ejeje Para		
(Name) Joyce Gurtatowski	- <u> </u>						
no pione Oaks Center							
(Address) 93 RIVEL DERS CENTER				_			

Calumet City, Illinois 60409

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 covenant; 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 mortgage or the trustee and holder of the First Mortgage Note are hereinafter collectively called the "First Mortgagee".
- Mortgagor covenants that this Trust Deed is lawfully executed and delivered in conformity with the First Mortgage Note and First Mortgage and that no default 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 Nate.
- Morty for hall promptly furnish to holder of the Note copies of all notices received from First Mortgagee regarding the First Mortgage No. or First Mortgage.
- (d) Morty nor hall promptly furnish to holder of the Note copies of all notices received from First Mortgagee regarding the First Mortgage.

 Preservation of camises; Liens, Mortgagor shall (a) keep the Premises in good condition and repair, without waste; (b) promptly repair, restore or retuild all buildings or improvements now or hereafter on the Premises which may become damaged or destroyed; (c) complete, within a reason ole ime, any building(s) now or at any time in the process of erection upon the Premises; (d) make no substantial repairs, alterations or retuined in a discontinuous substantial repairs, alterations or retuined in a discontinuous substantial repairs, alterations or retuined in a discontinuous substantial repairs, all laws and munici all odinances with respect to the Premises and the use thereof; (f) not do, or permit to be done upon the Premises, anything that might the process of election and material man of from all other this, charges, claims or encumbrances, except for the liens of this Trust Deed, the First Mortgage in existence on the date hereof and contained; estate taxes not yet due and payable; (h) pay when due any indebtedness which may be secured by a lien, charge or encumbrance on the Premises superior to the lien hereof, and upon request, exhibit satisfactory evidence of the discharge of such prior lien, charge or encumbrance on the Note; and (i) suffer or permit no change in the general nature of the occupancy of the Premises, without the prior virten consent of holder of the Note; and (i) suffer or permit no change in the general nature of the occupancy of the Premises, Holder of the Note shall have the right to inspect the Premises from time to time at all reasonable time or times, and access thereto shall be permitted for the Note in the Note; and (ii) suffer or permit no change in the general nature of the occupancy of the Premises, when due and permit taxes, general and special assessments, water charges, sewer charges and other charges, fees, penalties, fines and imposit
- desire to contest.

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- streto contest.

 At all times, Mortgagor shall keep all buildings and improvements now existing or hereafter erected on the Premises insured in the greater of the amount of eighty percent (80%) of it full insurable value, or in an amount sufficient to pay in full the indebtedness secured by the First Mortgage and the amount of the inceptedness secured hereby, against loss or damage by fire, flood damage where holder of the Note is required by law to have its all insured, and hazards included within the term "extended coverage", and for such periods as holder of the Note may in quire. The insurer providing such insurance may be chosen by Mortgagor subject to holder of the Note's right to refuse, for reasonable of the Note, shall include a standard mortgagor. All insurance policies and renewals thereof shall be in form acceptable to holder of the Note, shall include a standard mortgagor clause or endorsement in form acceptable to holder of the Note in favor of and with loss payable to Trustee for the benefit of holder of the Note, shall provide that in no event shall such policy be cancelled without all the provide that in no event shall such policy be cancelled without all the standard provides the holder of the Note, Appropriate renewal policies of all be delivered to holder of the Note in authorized to holder of the Note, Appropriate renewal policies of all be delivered to holder of the Note in authorized to adjust, collect and compromise, in its discretion, all claims are an index and in such case, Mortgagor covenants to sign upon demand all receipts, vouchers and releases required to be signed by the injuried companies. Holder of the Note, at its option, may apply all or any part of the insurance proceeds of any loss either to the left and in such case, Mortgagor covenants to sign upon demand all receipts, vouchers and releases required to be signed by the injuried of the Note, at its option, may apply all or any part of the insurance proceeds of any loss either to the left and in the Note provided, or chang
- iately prior to such sale or acquisition.

 Holder's Performance of Mortgagor's Obligations. If Mortgagor fails to perform the covenants or a remements herein and in the Note contained, or if any proceeding is commenced which materially affects the interest of Trustee or local or in the Premises, including, but not limited to, eminent domain, insolvency, code enforcement, or an arrangement or placed in the Note in the Premises, including, but not limited to, eminent domain, insolvency, code enforcement, or an arrangement or placed page in a property of the Note may, but shall not be required to, make any payment or plearance or perform any act herein required to Mortgagor in any form and manner deemed expedient to Trustee or holder of the Note, and may, but shall not be required to, make full or partial payments of principal or interest on prior and co-ordinate encumbrances, if any, and purchase, discharge, compromise or settle any lien, encumbrance, suit, title or claim thereof, or redeem from any tax sale or forfeit or effecting the Premises or contest any tax or assessment. Neither Trustee nor holder of the Note shall incur any liability because of any hing that it may do or make the part of the Note shall have be considered as a waiver of any right are all go them on account of any default hereunder on the part of Mortgagor. In making any payment herein authorized, Trustee or hold of the Note shall be sole judges of the legality and validity thereof, and of the amount necessary to be paid in satisfaction thereof.

 Condemnation. If the Premises, or any part, thereof, shall be taken by condemnation, eminent domain or other taking. It is accessed to the legality and validity thereof, and of the amount necessary to be paid in satisfaction thereof.
- be sole judges of the legality and validity thereof, and of the amount necessary to be paid in satisfaction thereof.

 Condemnation. If the Premises, or any part thereof, shall be taken by condemnation, eminent domain or other taking, ... by accelerate between Mortgagor, holder of the Note and those authorized to exercise such right, holder of the Note is hereby empowined to collect and receive all compensation which may be paid for any property so taken or for damages to any property not taken and all condemnation compensation so received shall be applied by holder of the Note as it may elect, to the immediate reduction of the line in a less secured hereby, less Unearned Charges, whether due or not, or to the repair or restoration of any property so damaged, provided that any excess over the amount of the indebtedness secured hereby, less Unearned Charges, shall be delivered to Mortgagor. Such application of condemnation compensation shall not extend or postpone the due dates of the monthly installments referred to in paragraph 1 hinter the property of the stallments.
- or change the amount of such installments.

 Default. The occurrence of any of the following shall constitute a "Default" hereunder: (a) any failure to pay any amount owing on the Note in accordance with the terms thereof or any other Obligation as defined in the Note when due; (b) if a proceeding be instituted to enforce any lien, claim, charge or encumbrance upon the Premises; (c) if a proceeding of bankruptey, receivership, reorganization or insolvency is filled by or against Mortgagor, or any of them, or if Mortgagor or any of them, shall make any assignment for the benefit of creditors; (d) if the Premises be placed under the control or custody of any court; (e) if Mortgagor abandons the Premises; (f) if any statement, representation, covenant or warranty of Mortgagor herein or in any other writing at any time furnished by Mortgagor to Trustee or holder of the Note is untrue in any material respect as of the date made; (g) if a default pursuant to paragraph 13 hereof shall occur; or (h) any failure to timely perform or observe any other covenant or agreement of Mortgagor contained in the Note or in this Trust Deed, which failure shall continue for a period of three (3) days. To the extent permitted by applicable law, whenever a Default shall have occurred, at its option, without notice or demand to Mortgagor or any party claiming under Mortgagor, and without impairing the lien created hereby or the priority of said lien or any right of Trustee or holder of the Note holder of the Note may declare all unpaid indebtedness secured hereby, less Unearmed Charges, immediately due and payable and apply toward the payment of all unpaid indebtedness secured hereby and indebtedness of Trustee or holder of the Note holder of the Note may declare all unpaid indebtedness of the Note of Mortgagor. For the purposes of subclause (c) of this paragraph 9 only, the term "Mortgagor" shall mean and include not only Mortgagor, but also any beneficiary of a trustee mortgagor and each person who, as guarantor, co-maker or otherwise
- who, as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon any part of the indebtedness secured hereby. Foreclosure. When the indebtedness secured hereby, or any part thereof, tall become due, whether by acceleration or otherwise, and is not paid in accordance with the terms as herein and in the Note provided, Trustee or holder of the Note shall have the right to foreclose the lien hereof and to exercise any right, power or remedy as herein or in the Note provided, or by law or in equity conferred. In any suit or proceeding to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale to be paid out of the rents, or the proceeds of such sale, all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holder of the Note for court costs, attorneys' fees, trustee's fees, appraiser's fees, expenditures for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of proceeding all abstracts of title, title searches and examinations, title insurance oplicies. Torrens certificates, and similar data and assurances with may be had pursuant to such decree, the true condition of the right of the Premises. To the extent permitted by applicable law, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable by Mortgagor.

 Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order
- Proceeds of Foreclosure Sales. 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.

- extent permitted by applicable law, in case of payment of said indebtedness arter the preparation or ruing or any suit, and prior to use entry of any judgment or decree, a reasonable sum for legal services rendered to the time of such payment shall be additional indebtedness secured hereby.

 Reselver. Upon, or at any time after the commencement of any foreclosure proceedings hereafted.

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- exercise any of the rights and powers conferred upon it herein until and unless one or more of the Defaults set forth in paragraph 9 hereis shall have occurred. Neither Trustee nor holder of the Note shall be obligated to the right of sicharge any obligation, duty or liability of lessor under any lease of the Premises.

 6. Waiver of Defense. No action for the enforcement of the lien or of any provision her of sail be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

 7. Forbearnes by Trustee or holder to Not a Waiver, Any delay or omission by Trustee or holder in exercise of any such right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, impair or cloude the exercise of any such right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, impair or cloude the exercise of any such right or remedy how waive by Trustee or holder of the Note or endoure or enforce performance of the same or any other of said any other fight or remedy.

 8. Rights and Remedies Cumulative. To the extent permitted by applicable law, all rights and remedie. For in conferred upon Trustee or holder of the Note are distinct and cumulative to any other rights and remedies under this Trust Dee to, alforded by law or equity, and may be exercised concurrently, independently or successively. Every right or remedy may be exercised rice at the continuous properties of the Note are demonstrated by the paid and all covenants and agreements herein more and as often as may be deemed expedient by Trustee or holder of the Note.

 8. Release of Trust Deed, Trustee shall release this Trust Deed and the lien thereof upon presentation of satisfactory evidence that all indebt edness secured hareby has been fully paid and all covenants and agreements herein made by Mortaggor have been p-formed. The provisions of the "Trust and Trustees Act." of the State of Illinois as amended from time to time shall be applica

- specifically granted such rights, privileges, powers, options and benefits.

 Captions and Pronouns. The captions and headings of the paragraphs of this Trust Deed are for convenience only and are not to be used to interpret or define the provisions hereof. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, ferminine and neuter shall be freely interchangeable. The word "Noie" shall be construed to mean "Notes" when more than one note is used.

 Joint and Several Liability. The word "Mortgagor" shall include all such persons and all persons liable for the payment of the indebtedness ecured 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.

 Mortgagor has signed the Note.
- 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.

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27. Provisions Severable. Wherever possible, each provision of this True under applicable law, but if any provision or clause of this Trust De provision or clause shall be ineffective only to the extent of such provision or clause or the remaining provisions and clauses of this True.	ed be deemed to be prohibited by or invalid under applicable law, such a prohibition or invalidity, without invalidating the remainder of such				
IN WITNESS WHEREOF, Mortgagor has executed and delivered this	s Trust Deed on the day and year first above written.				
Robert & Hammond	Johnna Bannond				
Robert & nammond	Adjustice statismostic				
STATE OF ILLINY.S) SS					
COUNTY OF COOK					
I. Joyce Gurt ito 18ki	, a Notary Public in and for and residing in said County,				
in the State aforesaid, DO Hellery CERTIFY THAT Robert J.	Hammond and JoAnna Hammond, his wife				
<u>C</u>					
who are personally known to me to be the same person 8 w	those name 8 are subscribed to the foregoing instrument,				
	heysigned, sealed and delivered the said instrument				
abota Ux	n set forth, including the release and waiver of the right of homestead.				
GIVEN under my hand and Notarial Seal this _21s(day ofMs	arch 19 80				
	Jan Lunding				
0/	Notary Political State of the Notary				
My Commission Expires: June 24, 1982					
. GC					
253999°					
_ <u>දි</u> දි					
	Identification Number				
IMPORTANT	RIVER OAL S BANK AND				
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY RIVER OAKS BANK AND TRUST	TRUST COMPANY Tustee.				
COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS	By: Assistant Trust Officer				
FILED FOR RECORD.	Assistant Secretary Assistant Vice President				
<u> </u>					
MAIL TO:	For Recorder's index purposes, insert stres address of above				
River Oaks Bank and Trust Company	described Premises here.				
93 River Oaks Center	6425 Terrace Drive				
	Tinley Park, Illinois 60477				
Calumet City, Illinois 60409 □ Place in Recorder's Office					
Box Number					
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END OF RECORDED DOCUMENT