

# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Edwina Gaskin*  
NOTARY PUBLIC

1983 MAY -4 AM 9 49

26592102

TRUST DEED

THIS IS A SECOND MORTGAGE

THE ABOVE SPACE FOR RECORDERS USE ONLY

MAY 4 1983 9 49 AM

THIS INSTRUMENT, made April 29, 1983, between Frank W. Blackmon and Sharon A. Blackmon, his wife of the City of Palos Hills, County of Cook, State of Illinois, hereinafter referred to as "Mortgagors", and Bridgeview Bank & Trust Company, Bridgeview, Illinois, an Illinois corporation doing business in Bridgeview, Illinois, herein referred to as TRUSTEE, witnesses that:

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 herein referred to as Holders of the Note, in the principal sum of THIRTY SEVEN THOUSAND AND NO/100ths (\$37,000.00) 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 and interest from May 13, 1983

on the balance of principal remaining from time to time unpaid at the rate of 14% per cent per annum ~~XXXXXXXXXXXXXXXXXXXX~~ one payment of Thirty seven thousand four hundred sixty three and 61/100ths DOLLARS (\$37,463.61) on the 10th day of November 19 83 ~~XXXXXXXXXXXXXXXXXXXX~~

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installment unless paid when due shall bear interest at the then highest rate permitted by law and all of said principal and interest being made payable at such banking house or trust company 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 Bridgeview Bank & Trust Company, Bridgeview, Illinois.

NOW, WHEREFORE, the Mortgagors to secure 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 performance of the covenants and agreements herein contained, by the Mortgagors to execute, form, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents COVENANT and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest thereon situate lying and being in the

COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:  
Lot 2 in O & G Resubdivision of Lot 10 and the North Half of Lot 11 in Frederick H. Bartlett's Palos Hills First Addition being a subdivision in the Northwest Quarter of the Northwest Quarter of Section 11, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.\*\*\*\*

10.00

with, with the property hereinafter described, is referred to herein as the "premises" TOGETHER with all improvements, fixtures, easements, covenants, and appurtenances thereto, both known and unknown, and all rights, claims and parties thereof to be joined, and herein all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a pari passu with all other first and second mortgages, and all apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled) and ventilation, including exhaust ducting, the floor, window shades, storm doors and windows, floor coverings, major beds, awnings, stoves and water heaters. All of the foregoing are defined as a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereinafter placed on the premises by the Mortgagors or their successors or assigns shall be considered as constituting a part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, to have, for the purposes, and upon the uses and terms hereinafter set forth, free from all liens and claims under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights, benefits and interests are hereby expressly released and waived.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand, seal and signature of Mortgagors on the day and year first above written:  
*Frank W. Blackmon* (SEAL) *Sharon A. Blackmon* (SEAL)  
Frank W. Blackmon (SEAL) Sharon A. Blackmon (SEAL)

I, Edwina Gaskin  
Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
Frank W. Blackmon and Sharon A. Blackmon, his wife

County of Cook  
who are personally known to me to be the same persons as whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  
GIVEN under my hand and Notary Seal this 29th day of April A.D. 1983  
*Edwina Gaskin* Notary Public

TO RECORDERS INDEX PERSONS INSUREE STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HEREIN:  
8651 West 96th St., Palos Hills, IL.  
THIS DOCUMENT PREPARED BY:  
James W. Haleas, Attorney At Law  
7940 South Harlem Avenue  
Bridgeview, Illinois 60455

INSTRUCTIONS - RECORDER'S OFFICE - BOX NO. 206

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

1. Mortgagors shall promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed, or may be removed, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof, and upon request exhibit satisfactory evidence of the completion of such repairs to Trustee or to holders of the note, (4) complete within a reasonable time any building of buildings now or at any time in process of erection upon 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 ordinance.

2. Mortgagors shall pay before any penalties, charges, or general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereof, Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss of damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the requirements of the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such receipts to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default hereof, 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 settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys expended by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning the action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the then highest rate permitted by law. In action of Trustee or holders of the note shall never be considered as a waiver of any right accruing to the mortgagors in any default hereunder on the part of Mortgagors.

5. Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or 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, or lien, mortgage, tax lien or title or claim thereon.

6. 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, 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, or (b) when default shall occur, and failing to cure the same, within three days in the performance of any other agreement of the Mortgagors herein contained.

7. Then 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 enforce 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 Trustee or holders of the note for attorneys' fees, appraiser's fees, outlays for documents and expert evidence, appraisal charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, surveys or fixtures, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonable necessary either to give effect to 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 the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the then highest rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with any foreclosure, including notice and bookkeeping 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) in preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced, or in preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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 incurred in 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 thereon as herein provided; third, all principal and interest remaining unpaid on the note, with an exception to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon or at 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 to or without regard to the solvency or insolvency of Mortgagors at the time of application for such receivership, and without regard to the effect of the appointment of such receiver on the rights of Mortgagors. Such receiver shall have power to collect the rents, issue a writ of possession of said premises during the pendency of such foreclosure suit and, in case of a sale of the premises, during the full statutory period of redemption, whether there be no redemption or not, as well as during any further time when Mortgagors, except by the terms hereof, are permitted to exercise the right to redeem, and all other powers which may be necessary or appropriate in such case to carry out the purposes, provisions, 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 from the rents in payment in whole or in part of (1) the indebtedness secured hereby, or (2) any debt or liability of any kind, or (3) any other purpose which may be deemed to be in the best interests of the premises, provided such application is made prior to foreclosure sale. The receiver shall have the same powers as a receiver in equity.

10. No action or proceeding at the lien of any provision hereof shall be subject to an defense which would not be good and available to the party comprising the lien in such suit against the note hereby secured.

11. 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.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to execute any other instrument expressly obligated by the terms hereof, nor be liable for any loss or damages hereunder, except in case of its own gross negligence or willful neglect or the neglect of its agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall observe this trust deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been 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, tender to Trustee the amount of the note representing that all indebtedness hereby secured has been paid, which instrument Trustee may accept as true without obligation. If a successor trustee is requested by a successor trustee, such successor trustee may accept as the genuine note hereof, a note which bears a certificate of discharge, or a note which may be executed by a proper trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be the note secured by this trust deed and where the release is requested of the original trustee and it has never been used as a substitute for the original note secured hereby, or (2) any other 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.

14. This trust deed, together with all instruments in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated shall be Successors in Title in the premises hereof, and shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to the same powers and authority as are herein given to Trustee.

15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagors and all persons claiming under the note, Mortgagors, and the heirs, assigns and successors of Mortgagors, and shall constitute all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons are named in this note or this Trust Deed.

16. Without the prior written consent of the holder or holders of the note secured hereby, the Mortgagor or Mortgagors shall not execute or execute any other instrument in respect to the premises herein involved. The holder or holders of the note secured hereby may elect to accelerate the entire unpaid principal balance as provided in the note for breach of this covenant and no delay in such election after actual or constructive notice of such breach shall be considered as a waiver of any such acceleration or any such consequence or circumstance.

17. This Trust Deed shall secure... any future advances made by the Mortgagor, for any purpose, at any time before the release and cancellation of this mortgage, but at no time shall this mortgage secure advances on account of said original note and such additional advances in a sum in excess of **THIRTY FIVE THOUSAND AND NO/100ths** (\$35,000.00), provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when it is necessary to protect the security or in accordance with covenants contained in the mortgage."

18. The undersigned agree to pay to the Borrower Bank and Trust Company (Bank) on each monthly payment date an additional amount equal to one-twelfth (1/12th) of the annual taxes and assessments levied against the mortgaged premises, and one-twelfth (1/12th) of the annual premiums for insurance carried in connection with said premises, all as estimated by the Bank. As taxes and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the Bank is authorized to use such moneys for the purpose of paying such taxes or assessments, or renewing insurance policies or paying premiums thereon, and in the event such moneys are insufficient for such purpose the undersigned agree to pay the Bank the difference forthwith. It shall not be obligatory upon the Bank to inquire into the validity or accuracy of any said items before making payment of the same and nothing herein contained shall be construed as requiring the Bank to advance other moneys for said purposes not shall the Bank incur any personal liability for anything it may do or omit to do hereunder.

19. A late charge on payments made more than 15 days after due date of the month due shall be charged at the maximum rate permissible by law.

IMPORTANT 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 RECORD. The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 598. Bridgeview Bank & Trust Company, Bridgeview, Illinois, Trustee. By Robert J. O'Connell, President.

FORM 1-11 BANK OF AMERICA, INC., FRANKLIN PARK, ILL.

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END OF RECORDED DOCUMENT