

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

RECORDED OF DEEDS

MAY 4 1982

26219149

THIS DEED, TRUST DEED, was made by and between **James M. Clousing and Tina M. Clousing**, of the County of **Cook**, State of **Illinois**, and **Bridgeview Bank & Trust Company**, Bridgeview, Illinois, an Illinois corporation doing business in Bridgeview, Illinois, herein referred to as TRUSTEE, witness.

THAT, WHEREAS the Mortgagors are jointly indebted to the legal holder or holders of the Indentment Note hereinafter described, said legal holder or holders being herein referred to as **Trustee**, of the Note in the principal sum of **(\$66,100.00)** Dollars, evidenced by one note in the Handwritten **6/100** Dollars, Sixty-six hundredths of a percent, 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 **date** on the balance of principal remaining from time to time unpaid at the rate of **Twelve (12%)** per cent per annum in installments as follows:

Six Hundred and Eighty-six and 51/100 DOLLARS (\$686.51) on the **1st** day of **July** 1982, and **Six Hundred and Eighty-six and 51/100** DOLLARS (\$686.51) on the **1st** day of **June** 1983, and **Twelve (12%)** Dollars thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be by **74** on the **1st** day of **June** 1989. All such payments of 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 holder 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 THEREFORE the Mortgagors to secure the payment of the said principal sum of **(\$66,100.00)** Dollars and interest in accordance with the terms, provisions and limitations of this deed, and the performance of the covenants and agreements hereinafter stated, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by this present CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their right, title and interest therein, situate lying and being in the County of **Cook** and State of **Illinois**, to-wit:

Lot 39 in Cherry Creek Subdivision phase III, being a subdivision of part of the East 1/4 of the Northeast 1/4 of Section 26, Township 36 North, Range 7 East, Cook County, Illinois.

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

TOGETHER with all improvements, incements, 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 of 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) window shades, storm doors and windows, floor coverings, indoor beds, swings, stoves 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 Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein 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 benefits the Mortgagors do hereby expressly release and waive.

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 and seal of the Mortgagors, this **1st** day of **May** A.D. 19**82**.

XX **James M. Clousing** (SEAL) XX **Tina M. Clousing** (SEAL)

STATE OF ILLINOIS
I, **Barbara Zych**, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT **James Clousing and Tina M. Clousing**

County of **COOK**
who **are** personally known to me to be the same persons **whose names** **are** subscribed to the foregoing instrument, appeared before me in my office 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 Notarial Seal this **1st** day of **May** A.D. 19**82**
Barbara Zych Notary Public

NAME **Bridgeview Bank and Trust Company**
STREET **7940 S. Harlem**
CITY **Burbank, Illinois**

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HEREIN
R139 W - 170th Pl - Tinley Park
THIS DOCUMENT PREPARED BY
James W. Haleas, Attorney at Law
7940 S. Harlem
Bridgeview, Illinois

INSTRUCTIONS - RECORDER'S OFFICE (BOX NO) **206**

10.00

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

- Mortgagor shall (1) promptly repair, reconstruct or rebuild any building or improvement on the premises... (2) promptly repair, reconstruct or rebuild any building or improvement on the premises... (3) promptly repair, reconstruct or rebuild any building or improvement on the premises...
- Mortgagor shall pay before any priority... (1) before any priority... (2) before any priority... (3) before any priority...
- Mortgagor shall keep all buildings and improvements... (1) keep all buildings and improvements... (2) keep all buildings and improvements... (3) keep all buildings and improvements...
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder... (1) make any payment or perform any act hereunder... (2) make any payment or perform any act hereunder... (3) make any payment or perform any act hereunder...
- The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments... (1) making any payment hereby authorized relating to taxes or assessments... (2) making any payment hereby authorized relating to taxes or assessments... (3) making any payment hereby authorized relating to taxes or assessments...
- Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... (1) pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... (2) pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... (3) pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof...
- 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... (1) 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... (2) 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... (3) 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...
- The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority... (1) the proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority... (2) the proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority... (3) the proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority...
- 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... (1) 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... (2) 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... (3) 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...
- 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... (1) 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... (2) 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... (3) 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...
- 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 the party interposing any power or herein given unless expressly obligated by the terms hereof, or of condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power or herein given unless expressly obligated by the terms hereof, or of condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power or herein given unless expressly obligated by the terms hereof, or of condition of the premises...
- Trustee shall release this trust deed and the 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 as the request of any person who shall, either before or after maturity hereof, identify and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry...
- 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 any jurisdiction in which the premises hereunder shall have been situated, and the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed in any jurisdiction in which the premises hereunder shall have been situated, shall have the identical title, powers and authority as are herein given to Trustee, and any Trustee or successor shall be entitled to treat the instrument as if it were the instrument of the Trustee...
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagor" 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...
- Without the prior written consent of the holder or holders of the note secured hereby, the Mortgagor or Mortgagors shall not convey or encumber title to the premises herein involved. The holder or holders of the note secured hereby, the Mortgagor or Mortgagors shall not convey or encumber title to the premises herein involved. The holder or holders of the note secured hereby, the Mortgagor or Mortgagors shall not convey or encumber title to the premises herein involved...
- This Trust Deed shall secure... any future advances made by the Mortgagor, for any purpose, at any time hereof, 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 Sixty-six Thousand, Five Hundred, and no/100 (\$66,500.00), provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the mortgage...
- The undersigned agree to pay to the Bridgeview Bank and Trust Company (Bank) on each monthly payment date an additional amount equal to one-twelfth (1/12) of the annual taxes and assessments levied against the mortgaged premises, and one-twelfth (1/12) of the annual premiums for insurance carried in connection with said premises, all as set forth by the Bank. Any taxes and assessments become due and payable and as insurance premiums thereon, and in the event such moneys are insufficient for such purpose the undersigned agree to pay the full difference forthwith. It shall not be obligatory upon the Bank to inquire into the validity or accuracy of any of 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 nor shall the Bank incur any personal liability for anything it may do or omit to do hereunder...
- 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 herewith under Identification No. **574** has been identified

Bridgeview Bank & Trust Company, Bridgeview, Illinois, Trustee

By *Mary J. [Signature]*
VICE PRESIDENT

FORM 1633 BANKFORMS, INC., FRANKLIN PARK, ILL.

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