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26318058

THIS INSTRUMENT WAS PREPARED BY

Dave Hubner

TRUST DEED

OF THE FIRST NATIONAL BANK OF MT. PROSPECT

THIS INDENTURE, Made August 999, Eighty Two, between, MARY PROSPECT and Madame Rawson, his wife
herein referred to as "Mortgagors" and of Mt. Prospect

1st Nat'l Bank

residing in Mount 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 (said legal holder or holders being
herein referred to as Holders of the Note) in the sum of

THIRTY THOUSAND FIVE HUNDRED THIRTEEN AND 60/100 Dollars (\$ 30,513.60),
evidenced by one certain Installment Note of the Mortgagors of even date herewith,
made payable to HEART and delivered, in and by which said Note the Mortgagors promise
to pay monthly installments as follows:

FIVE HUNDRED EIGHT AND 5/100 Dollars (\$ 508.56),
on the 9th day of September, 1982 and a like sum on the 9th day of each and
every month thereafter until said Note is fully paid except that the final payment, if
not sooner paid, shall be due on the 9th day of August, 1987.

All payments 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 FIRST NATIONAL BANK
OF MOUNT PROSPECT, Mount Prospect, Illinois.

NOW, THEREFORE, the Mortgagors to secure the payment of the said Installment Note
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 be
performed, and also in consideration of the sum of One Dollar in hand paid, the receipt
whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto 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
County of Cook and State of Illinois, to wit:

Lot 14 in Block 5 in Wilmette Hubbard Subdivision, all lots and blocks together
with vacated streets and alleys in Wilmette Hubbard Subdivision of the West 25 acres
of the Southwest quarter of Section 32, Township 42 North, Range 13, East of the Third
Principal Meridian in Cook County, Illinois.

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

TOGETHER with all buildings, 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 (whether for the payment of all or part of the real estate
as security for the payment of the Note, or otherwise), and with all the general rights of the mortgagors in all apparatus
and equipment of every kind now or hereafter existing or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single
units or centrally controlled), air ventilation and all screens, window shades, storm doors and windows, awnings, floor coverings, gas and electric fixtures,
and other conveniences and fixtures of every kind, now or hereafter existing or thereon placed in the premises by the mortgagors or their successors or assigns, and
it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns may be con-
sidered 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 uses and
benefits the Mortgagors do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagors (1) shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (2) shall keep said premises in good condition and repair, without waste and free from encumbrance or other liens or claims for which no express or written notice has been given to the holders of the Note; (3) shall not commit waste or do any act which would impair the value
or security of the property; (4) shall not commit any tortious acts against persons or property; (5) shall not commit any criminal acts which
may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such
prior lien to Trustee or to holders of the Note; (6) shall complete within a reasonable time any building or buildings now or at any time in process
of construction on the premises; (7) shall not commit any acts which would impair the value of the property; (8) shall not commit any acts which
(6) shall make no material alterations in said premises except as required by law or municipal ordinance, without prior written consent of Trustee or
holders of the Note being first had and obtained; and (7) shall not sell, transfer, assign or otherwise alienate (whether by lease, contract or otherwise) any
part of the property or any interest therein, without prior written consent of Trustee or holders of the Note being first had and obtained, or any
part thereof, or any interest therein, without prior written consent of Trustee or holders of the Note being first had and obtained.

2. 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 when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate
receipts therefor. To prevent default hereunder 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 or damage by fire and
such other causes as may be contingencies, accidents, or fortuitous events, and shall furnish to Trustee or to holders of the note a certificate of insurance
sufficient either to pay the cost of repairing or replacing the same or to provide in full the indemnity secured hereby, all in a manner satisfactory to 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 rights to be evidenced by the
standard mortgage clause to be attached to this Note, and shall deliver all policy numbers, additional and renewal policies to holders of the Note,
and in case of insurance above required shall deliver revised policies not less than ten days prior to the respective date of expiration.

4. In case Mortgagors shall fail to perform any covenants herein contained, Trustee or the holders of the Note may, but need not, make any payment
or perform any act hereinafore required of Mortgagors, and may, but need not, make full or partial payment of the principal or interest or any part
thereof, or redeem from any sale or foreclosure affecting said premises or convert any tax assessment. All money paid for any of the purposes herein
authorized, or for any other purpose, and earned or received in connection therewith, including any amount paid by the holders of the Note to
holders of the Note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action
herein authorized may be taken, shall be so much additional indemnity secured hereby and shall become immediately due and payable without notice and
with leave of court at the time of payment. In case of payment by the holders of the Note, however, be considered as a waiver of all rights
accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the Note have received making and payment hereof, authorized relating to same, a statement or estimate
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 thereto.

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, without notice to Mortgagors, all unpaid indebtedness created by this Trust Deed shall, notwithstanding anything to
the contrary in this Trust Deed, be paid in full in cash in the amount of default within five days from the date of default, and in the event of any
principal or interest on the Note, or (b) when default shall occur and continue for thirty days in the performance of any other agreement of the Mortgagors
herein contained.

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7. 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 on the Note itself. In addition to foreclosing the Note hereon, there shall be allowed and paid additional indebtedness in the sum for sale all expenditures and expenses which may be incurred by the holder of the Note for the preparation, attorney's fees, trustee fees, appraiser's fees, outlays 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 procuring all such abstracts of title, title searches and examinations, insurance policies, Torrens certificates, title opinions, title insurance, recording fees, filing fees, court fees, sheriff's fees, auctioneer's fees, and other expenses, including attorney's fees, which may be incurred by the holder of the Note for the protection, possession, control, management and operation of the premises, 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 commenced; or (c) preparations 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 of sale, including attorney's fees, trustee fees, court fees, sheriff's fees, auctioneer's fees, recording fees, filing fees, and 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; fourth, any surplus 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 a receiver may be made either before or after sale, without notice, without regard to the insolvency or nonpayment of the parties to the Trust Deed, and the receiver shall be the holder of a bond or not less than the amount of the indebtedness secured by the Note, and the Trustee hereon may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and for deficiency, during the full statutory period of redemption, whether there be redemption or not, and to do all acts which may be necessary or expedient for the protection, possession, control, management and operation of the premises, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the above-mentioned period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment of whole or in part off: (1) the indebtedness secured hereby, or by any decree foreclosing this Trust Deed or any tax, assessment or other lien which may be superior to the Note, to be held in or of such receiver, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale.

10. 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.

11. Trustees or the holder 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. Trustees or the holder of the Note shall have no duty to examine the title, location, existence or condition of the premises, nor shall they be obliged to record this Trust Deed or to exercise any power or right which may be reasonably obligatory by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or malice on the part of the agents or employees of Trustees, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustees shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustees may execute and deliver a release hereof to and at the request of any person who shall, either before or after the date hereof, make a trustee of the Note, representing that all indebtedness hereby secured has been paid, which representative Trustees may accept, trust without inquiry. When a successor trustee, such as another trustee, succeeds to the genuine Note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained in the Note and which purports to be executed by the person herein designated as makers thereof, and which is presented to the successor trustee, such as another trustee, for acceptance, such as another trustee, may accept the Note herein described as a 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 person herein designated as makers thereof.

14. Trustees 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 case of the resignation, inability or refusal to act of the above-named Trustees, then the Chicago Title and Trust Company, of Cook County, Illinois, shall be and is hereby appointed Successor. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given to Trustees, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof shall be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include each such person and all others 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.

16. In order to provide for the payment of taxes, assessments and insurance premiums required to be paid by holder by Mortgagors, Mortgagors shall deposit with the holder of the Note, or such other person, firm or corporation as the holder of the Note may designate, on each monthly payment date an amount equal to 1/12th of the annual taxes and assessments levied against the premises and 1/12th of the annual premium on all such insurance as determined by the amount of the last available bills. The money thus deposited in the tax and insurance reserve to be held without interest, and are to be applied to the payment of such taxes and assessments or insurance premiums as and when due, and for any deficiency in the amount of the premiums theron, and in the event any deficit shall exist in the amount of such deposit Mortgagors agree to deposit any amount necessary to make up the deficiency. Nothing in this paragraph contained, however, shall relieve Mortgagors from the performance of any other covenants and agreements relative to the payment of taxes, assessments and insurance premiums required to be paid by holder by Mortgagors, and the holder of the Note, or any other person, firm or corporation as the holder of the Note, may apply any and all sums then on deposit on account of the indebtedness secured hereby.

17. The Trustee, individually, may buy, sell, own and hold the Note or 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 Note or any interest therein and every subsequent holder thereof shall be entitled to all the rights and privileges which are in this Trust Deed given to the holder of the Note with like effect as if said Trustee were not the Trustee under this Trust Deed. No conveyance of the Note or any interest in the Note, or to any holder thereof shall be deemed to have occurred or happened. Any actions or remedies provided for in this Trust Deed to be taken by the Trustee or the holder of the Note may be taken jointly by the Trustee and any holder of the Note.

Witnesses the hand of _____, and seal _____ of Mortgagors the day and year first above written.

Darrell D. Rawson (SEAL)
Darrell D. Rawson

Rosemarie E. Rawson (SEAL)
Rosemarie Rawson

STATE OF ILLINOIS
Cook
County of _____

I, *James R. Ladd*, Notary Public in and for residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Darrell D. Rawson and Rosemarie Rawson, his wife,

who are personally known to me to be the same person, in the forgoing instrument, appeared before me this day in person and acknowledged that they did then and there sign and seal and delivered the said instrument as their free and voluntary act, and in accordance with the intent and purposes therein set forth, including the release and waiver of the right of action for any damages.

GIVEN under my hand and Notary Seal this 9th day of AUGUST A.D. 1982.

James R. Ladd Notary Public
COOK COUNTY, ILLINOIS

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 RE-
CORD.

The Installment Note mentioned in the within Trust Deed has been
identified herewith under Identification No. _____
1st Nat'l Bank of Mt. Prospect, Trustee

By _____

FIRST NATIONAL BANK OF MOUNT PROSPECT
999 ELMHURST ROAD
MOUNT PROSPECT, ILL. 60056

BFC Form 2221

END OF RECORDED DOCUMENT