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		GE E. COLES FORM NO	. 206	i simer	07 707	OF I
	LEC	SAL FORMS September,	1975 COOK COUNTY FILED FOR	RECORD	27 383	וכט
. * 1		TRUST DEED (Illinois)	1984 DEC 27	## II: 00	27383851	
	(0	\$500 CONTRACTOR STATES OF THE	1304 DEC 21	11. OU	21303031	
. 3						
	50) (-) (-)		1	The Above Space	For Recorder's Use Only	
		DF TURE, made	December 18, 19_8	4, between James J	. Mottl and Rose	Mott1
	(His	s vift)	BURBANK STATE BA	NIK	herein referred	to as "Mortgagors," and
\$10 \$10 \$10	herein re	ferred to as "Trustee," witne	sseth: That, Whereas Mortgago	rs are justly indebted to	the legal holder of a XXXX	refrancieszaky note,
. 1	termed "KNONGO A Note," of even date herewith, executed by Mortgagors, made payable to BERRER BURBANK STATE BANK					
120 120 120			fortgagors promise to pay the pr		_	
je.			/100** from time to time unpaid at the			
		yable incommentations and a	www.in 180 days from	date of disbursem	ent	BADISASK
	XXXXXXXXX XXXXXXXX		**************************************			
	XXXXXXXXX	NAC STANDARD CONTRACTOR STANDARD CONTRACTOR		XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	ments on account of the	indebtedness evidenced
	by said n xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	ote to be applied first to accr by the control of	rued and rip a interest on the hall known as when known payments being nade payab	unpaid principal balance as CEXION to bear interest as le at BURBANK STATE	nd the remainder to princip ter the Marchin payment BANK 180 day per	al; xhexpanionxobersh thereof, at the rate of 10d
	at the elec	or at such other plaction of the legal holder thereo	ce as the legal holder of the note of and without notice, the principal	may, from time to time, in al sum remaining unpaid th	writing appoint, which no ereon, together with accrue	te further provides that d interest thereon, shall
MA EST EST	become at or interes	once due and payable, at the p t in accordance with the terms	place of payment aroles liu, in case thereof or in case de ault hall o	default shall occur in the p ccur and continue for three	payment, when due, of any e days in the performance	installment of principal of any other agreement
- 150	parties the	ereto severally waive presentn	event election may be more an a ment for payment, notice (dis)	oner, protest and notice of	protest.	• •
	NOV limitation	V THEREFORE, to secure the s of the above mentioned not	e payment of the said principal te and of this Trust Deed, and in consideration of the sum of	am of money and interest the performance of the co	st in accordance with the venants and agreements he	terms, provisions and rein contained, by the
	Mortgago	rs by these presents CONVE	Y and WARRANT unto the Truinterest therein, situate, lying and	istee, i', or i is successors	d, the receipt whereof is and assigns, the following	described Real Estate,
		Orland Park	, COUNTY OF	Cock	AND STATE (OF ILLINOIS, to wit:
. 1	Lot 16 in the First Addition to Heritage Number 3, 1 Subdivision of part of the					
	Sou	thwest 1/4 of Sect:	ion 3, Township 36 No	rth, Range 12, Ea		
		ncipal Meridian, ii	n Cook County, Illino	is.	X.	
	4					
	√ 2 .			•		
5	which, wi	th the property hereinafter de	scribed, is referred to herein as	the "premises,"	oing and Ware James	and profits thereof for
	so long ar	id during all such times as Mo	ortgagors may be entitled thereto and all fixtures, apparatus, equip-	(which rents, issues and prent or articles now or he	profits are pled ed an narily	and on a parity with
	gas, water	, light, power, retrigeration a	and air conditioning (whether si w shades, awnings, storm doors a d to be a part of the mortgaged	ngle units or centrally con	itrolled), and vertilador i	ncluding (without re-
	all buildin	gs and additions and all simi	lar or other apparatus, equipmer	premises whether physicall it or articles hereafter plac	y attached thereto or no ced in the premises by Mc	tgagors or their suc-
	TO H	assigns shall be part of the management of the part of the part of the part of the free from all the part of the p	oregaged premises. oremises unto the said Trustee, it Il rights and benefits under and	s or his successors and assi	gns, forever, for the purpo	ses, at 1 pon the uses
	said rights This	and benefits Mortgagors do Frust Deed consists of two parts	hereby expressly release and wa ages. The covenants, conditions	nive. and provisions appearing o	on page 2 (the reverse side	of this T ust Dord)
	are incorpe Mortgagor	orated herein by reference and a s, their heirs, successors and a	l hereby are made a part hereof ssigns.	the same as though they w	vere here set out in full an	d shall be hinding on
200	Witne	ss the hands and seals of Mo	ortgagors the day and year first	above written.	2 11	10
		PLEASE PRINT OR	Tamed Itto	(Seal)X	Son Moto	(Seal)
		TYPE NAME(S) BELOW	James A. Motti		Rose Mottl	
		SIGNATURE(S)		(Seal)	/	(Seal)
	State of Illi	nois, County ofCOOk		I, the unde	ersigned, a Notary Public in	and for said County.
		, ,	in the State aforesa	id, DO HEREBY CERT	IFY that	
		IMPRESS		Mottl and Rose Mo me to be the same perso		,
		SEAL HERE	subscribed to the fo	oregoing instrument, appear	ed before me this day in p	•
			edged that to help free and voluntary a waiver of the right	ect, for the uses and purpo	ed the said instrument as _ ses therein set forth, inclu	ding the release and
			71,+	or nomestead,	1. 600	84
	Given unde Commission	r my hand and official seal, expires	this 2/100	day of	Can lo 18	19_0 /.
This instrument was prepared by						Notary Public
	Lois	V. Fleming, Senior	Vice President & Tr	ust Officer		
		(NAME AND AD	DRESS)	ADDRESS OF PR 14143 Cathe		27
		Danis 2	ento Dani-	Orland Park		000
		NAME Burbank St		THE ABOVE ADD PURPOSES ONLY A	RESS IS FOR STATISTICA ND IS NOT A PART OF TH	
	MAIL TO:	ADDRESS	87th Street	SEND SUBSEQUENT		₹ ∞
		CITY AND Burbank, I	L ZIP CODE 60459	Mr. & Mrs. J	ames J. Mo++1	ž <u>5</u>
			DAY 222	14143 Cather:	. (Name) Line	NUMBER NUMBER
	OR	RECORDER'S OFFICE BO	CCC ABO	Orland Park,	IL 60462 (Address)	- 🌣

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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (FHE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) pay when due any indebtedness 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; (5) comple within a reasonable time any buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 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 the original or 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, lightning a 'windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repair ag tu: same or to pay in full the indebtendenss secured hereby, all in companies satisfactory to the holders of the note, under insurance policie p. ab i, 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 each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insura ce about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of the sull therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortago, it any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redem from any tax sale rorf, turn affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid on the result of the result of the result of the results of the note to price. The mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized to be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and wit in the st thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any relations of the note shall never be considered as a waiver of any relations of the note shall never be considered as a waiver of any relations of the note shall never be considered as a waiver of any relations of the note shall never be considered as a waiver of any relations of the note shall never be considered as a waiver of any relations of the note shall never be considered as a waiver of any relations of the note shall never be considered as a waiver of any relations of the note shall never be considered as a waiver of any relations of the note shall never be considered as a waiver of any relations of the note shall never be considered as a waiver of any relations of the note shall never be considered as a waiver of any relations of the note shall never be considered as a waiver of any relations of the note shall never be considered as a waiver of any relations of the note shall never be considered as a waiver of any relations of the n
- 5. The Trustee or the holders continuous continuous and 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, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of ind of the ness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal not c, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note c, in this T at Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur in doon inue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become as whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any secondary seco
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applier 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 month ned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that or idenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any one plus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which so not plaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premise or who there the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver such here 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 a deficer y, furing the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, xc. for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary are as a in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Cov. fror time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtdness secure and in such cases for the decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the ner hereof or of such decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the ner hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed 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. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be per mitted 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 exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.
- 13. Trustee 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 Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as 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 do of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.
- 14. 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 case of the death, resignation, inability or refusal to act of Trustee, Worth Bank & Trust
 shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county
 in which the premises are situated shall be second Successor in Trust. Any Successor in Trust
- 15. 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 "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

The Installment Note mentioned in the within Trust Deed has been

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

VHlenn BURBANK STATE BANK

END OF RECORDED DOCUMENT