TRUST DEED (ILLINOIS)
For Use With Note Form 1449
(Interest in Addition To Monthly
Principal Payments)

85063768

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Verne D. Sea	ales	* 1 * * * * * * * * * * * * * * * * * *	
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14600 Sawye	r Midlothian, Illinois (CIY) (SIATE)	•]	
herein referred to as "	Montgagots, AND		
	MIDLOTHIAN STATE BANK		
37	37 West 147th Street, Midfothian, Illinois		
•	O STREET) (CITY) (STATE)	The Above Space For Recorder's Use Only	
herein referred to as "	Trustee," witnesseth.		10
THAT WHERE Seventeen TI	AS the Mortgagors are justly indebted to the legal holder or holder housand Seven Hundred Ninety Three and	00)400 He he mailer described, in the sum of 17, 1331	ars.
evidenced by one cert Mortgagory promise t Dollars, on the	tain Note of the Mortgagors of even date herewith made payable to life pay the sand sum in consecutive monthly installments as follows 4th day of July 1985, and a like day of each month thereafter until this Note is fu	Midlothian State Bank and delivered, in and by which said Note : Two Hundred Ninety Six and 55/100 sum Two Hundred Ninety Six and 55/100 sum Two Hundred Ninety Six and 55/11 sum Two Hundred Ninet	the 100:
election of the legal Ir possable, at the place is case default shall see trade at any time all distinsing protect and NOW, THEREF are leed, and the per Ca. Dollar in hand pa and assissis, the follow VII age:		ogether with accrued interest thereon, shall become at once one radue, of any installment in accordance with the terms thereof on ment contained in this Trust Deed (in which event election may satites thereto severally waive presentiment for payment, natice one of the Note of the Period of the Note of the Period of the Note of the Period of the Note of	ind be of his of
	n Block 11 in Arhtur T. McIntosh and Co sion in the South half (1/2) of the Nor O North, Range 13, East of the Third		
Conk Co	ur cy, Hilinois****		
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ong and during all such that apparatus, equipme origic units of centrally occurings, mador beds, toot, and it is agreed the onsidered as constitut TO HAVE AND forth, free from all right programs do hereby to an estate of homeste rightly possessed by lea.	hall improvements, tenoment "e" ements, fixtures, and appurtenant times as Marigagous may be or alle I thereto twhich are pledged purint of articles now or hereafte, the "an or thereon used to supply head y controlled), and ventilation, in "any (without restricting the foreaxings, tookes and water headers. Allow)", "regong are declared at all similar apparatus, equipment of at "deshe "after placed in the ing part of the real estate. TO HOLD the premises undo the said Tru." in "a this successors as the and benefits under and by virtue of the 11 m" and Exemption expressly release and waive. Which Provides as "I less "I'Ch. 52, pa add to the extent in value of \$7,500 in the farm or "in of"" if yed but we or otherwise and occupied by him or her as a residence over a cover-	namity and on a parity with said rear extain and one sectional mix, i.g., as in conditioning, water, light, power, refrigeration (wheth reguing), screens, window shades, storm doors and windows, fix to be part of said real estate whether physically attached thereto premises by the Mortgagors or their successors of assigns shall and assigns, for the purposes, and upon the user and trusts herein a Laws of the State of Illinois, which said rights and benefits the r. 1) [S.H.A. ch. 52, §1] Sec. J. Every Individual shall be entitle lifes; thereas a condensition of internal more than a condensition of internal more than the state of the sta	er e
This same days are	where to Verne D. Seales	be on once 2 (the reverse side of this Trust Deed) are incorporate	rd
erein by reference and	fare a part hereof and shall be hinding on Mortgagors, their her s, s and scale py Myrigagors thy Jos and scale protections written.	court and assigns.	
Witness the nands	Ville Veals (Seal)	15:6156	in ⁽⁾
PRINT OFF	Verne D. Seales	<u>Ux</u>	
PE NAME(S) BELONY			1.
MATUREIS	(Scal)	(Sea	113
tate of Himory County	Cook	I, the undersigned, "Notary Public in and for said Coun	ty
tate of thanking Committee	in the State aforesaid, DO HEREBY CERTIFY that _ Vern	e DSeales	
APRESS		nameabove subscribed to the foregoing instrumen	
SEAL	appeared before me this day in person, and acknowledged that	he signed, sealed and delivered the said instrument.	15
nen c	hls free and voluntary act, for the uses and p	urposes therein set forth, including the release and waiser of th	u.
	right of homestead 14(1). 1010/file of homestead 14(1). 1017	me () (4 S4 19 85	
aven under tov band a Tommission expires	My Committee Digital Intel	Conda Transan	
his instrument was pre	Ronda Graman hidio	othian, STate Bank Notary Publ	
	NAME AND - INC. ST	W. 147th Street	-
Lail this aistraction to) icity Midloth	nain, 11 60445	
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NOFFICIAL COPY

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

- I 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 bens or claims for lien roll spiressly 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 required exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note, (5) complete within a reasonable time any building or 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 context.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys'sufficient either to pay the cost of replacing or reputting the same or to pay in full the indebtedness secured hereby, all in companies 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 mort gage 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 therein, 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 espedient, 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 thereof, 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 berein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced 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 which action berein authorized may be taken, shall be so much additional indebtoes secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a aircr of any right accroung to them on account of any default become on the part of Mortgagots.
- 5. The Trustee of the holders of the note hereby secured making any payment hereby authorized relating to laves or assessments, may do o according to any bill, stalement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, stalement of estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- At the election of the holders of the principal note, and without notice to Mortgagors, all unput indebtedness secured by this Trust Deed shall, not still come in the holders of the principal note, and without notice to Mortgagors, all unput indebtedness secured by this Trust Deed shall, not still come and payable when default shall occur an payment of principal note in this Trust Deed to the contrary, become due and payable when default shall occur an apparent of principal note. It is not present of the Mortgagors in the performance of any other agreement of the Mortgagors. of prinop. (c. od herein cont., ed
- 7. When the aid beddiess bereby secured shall become due 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 forcelose the lien hereof and also shall have all other rights provided by the laws of Illinous for the moreoment of a mortgage debt. In any out to forcelose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for the earliest expenses which may be paid to incurred by our on behalf of Trustee's of the note for attorneys' fees. Trustee's Cest proviser's fees, outlays for documentary and expert evidence, stemographers' charges, publication costs and costs (which may be estimated and the accountable of the proviser's fees, outlays for documentary and expert evidence, stemographers' charges, publication costs and costs (which may be estimated as the accountable of the stemostates) and similar data and assurances with respect to title as frustee or holders of the note may deem to be reasonably necessary either to provide a such suit or to evidence to bridders at any sale which may be had pursuant to such decree that true condition of the trile to or the value of his provises. In addition, all expenditures and expenses of the nature in this pragraph mentioned shall becomes oneigh additional indebtedness secured hereby and immediately due and payable, with interest hiereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders on more in mornication with (a) any action, suit proceedings, to which either of them shall be a sarts, either as plaintif, claimant on defendant, by reason of this Trust Deed or any indebtedness hereby secured, or (b) preparations for the kommittee creation of any unit for the forcelose which might affect the premises or the security hereof, whether or not actually committeed.
- 8. The proceeds of any foreclosure sale of the premier shall be distributed and applied 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 mentioned in the preceding paragraph hereof, second, all other terms which under the terms hereof constraint second, interest terms and all other tendenced by the note baseline distributed principal and other terms in the process of the process o
- 9. Upon or at any time after the filing of a complaint to large rose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either be for or after sale, without regard to the solscency or insolvency of Mortgagers at the time of application for such receiver and without early do the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appoint at 1 such receiver. Such receiver shall have power to collect the tents, since and profits of said premises during the pendency of such forcelosure and and, in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all more powers which may be necessary or are usual in such cases for the profits client, possession, control, management and operation of the premise due of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or a part of: (1) The indebtedness secured hereby, or by any decree forcelosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien bereof or of such decree, provided such application is made prior to forcelosure sale; (2) the deficiency in each of a sale and deficiency.

 10. No action for the enforcement of the lien of this Trust Deed or of any provision [ever] 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 here; see a decree of the lien which would not be good and available to the party interposing same in an action at law upon the note here; see a decree of the lien which would not be good and available to the party interposing same in an action at law upon the note here; see a 9. Upon or at any time after the filing of a complaint to care use this Trust Deed, the Court in which such complaint is filed may appoint a
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all represents 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, acrohall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be trable for any acts or comissions hereinder, except in ease of his own gross negligence or misconduct or that of the agents or employees of Truster, and he may require indemnities satisfactory to him before exercising any power herein given.
- 13. I rustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of 132.000 evidence that all indebtedness secured by this Trust Deed has been fully paid, and Trustee may execute and deliver a release hereof o at 32.000 evidence that all indebtedness secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is request of 130 winescent trustees the special trustees may accept as the genome note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereindes or which conforms in substance with the description herein contained of the principal 102 and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original tast conditions note and the has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the examine 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.

 Shall be first Successor in Frust 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 hereinned; shall be refused title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed bereinneds.
- 15. If all or any part of the premises, or any interest therein, is wold or transferred by Mortgagors, including a sale by Articles of Agreement for Deed, the Trustee may, at his option, declare all the amounts secured by this Trust Deed to be immediately due and payable.

IMPORTANT	The Installment Note mentioned in the within Trust Deed has be
OR THE PROTECTION OF BOTH THE BORROWER AND ENDER, THE NOTE SECURED BY THIS TRUST DEED	identified herewith under Identification No
HOULD BE LOENTIFIED BY FIRE TRUSTEE, BEFORE THE RUST DEED IS FILED FOR RECORD.	Trustee