

UNOFFICIAL COPY

TRUST DEED (ILLINOIS)
For Use With Note Form 1445
(Interest in Addition To Monthly
Principal Payments)

FORM NO. 207

8 5 1 7 3 9 0 0

85173900

THIS INSTRUMENT BECAME EFFECTIVE August 24, 1985 between

Leonard J. Cournaya & Ann M. Cournaya,
his wife,

1901 Park Avenue Hanover Park, Illinois
NO. AND STREET, CITY, STATE

herein referred to as "Mortgagors" AND

MIDLOTHIAN STATE BANK

1737 West 147th Street, Midlothian, Illinois

NO. AND STREET, CITY, STATE

herein referred to as "Trustee" or "Trustees"

The Above Space For Recorder's Use Only

THAT WHEREAS the Mortgagors are jointly and severally the legal holders of the Note hereinafter described in the sum of Twelve thousand, eight hundred eighty nine & 00/100 Dollars, evidenced by one of the Notes of the Midlothian State Bank and delivered to and by which said Note the Mortgagors promise to pay a sum of money in monthly installments as follows: See Rider attached hereto and made a part hereof

and that said payments being made payable to MIDLOTHIAN STATE BANK, 3737 West 147th Street, Midlothian, Illinois, in accordance with the terms of the Note, and in writing appoint, which note further provides that at the expiration of the legal term of the Note, the mortgagors, together with accrued interest thereon, shall become at once due and payable in full at the place of payment specified in the Note, when due, and any installment in accordance with the terms thereof or in case of default in the payment of any installment, the mortgagors shall be deemed to have agreed to the terms and conditions contained in the Trust Deed (on which event election may be made at any time after the expiration of the term of the Note) and that all parties thereto severally waive presentment for payment, notice of default and protest in connection with the Note.

All of the terms and provisions of said note are incorporated herein by reference and expressly made a part hereof.
NOW, BE IT RECORDED that the Mortgagors and Trustee, their heirs, successors and assigns of this Trust Deed, and the performance of the covenants and provisions hereof 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 hereby present COVENANT and WARRANTY unto the Trustee, his successors and assigns, the title was described Real Estate and all of their estate therein, situate, lying and being in the

Village of Hanover Park COOK COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 2 in Block 16, Hanover Park Estates, a subdivision of part of the East half of Section 36, Township 41 North, Range 9, East of the Third Principal Meridian, Hanover Township, Cook County, Illinois, per plat thereof recorded May 16, 1951, as Document 18163596.

PROPERTY INDEX NUMBERS

06-36-215-002-0000 30.
A RA BLK PCL UNIT

which, with the property hereinafter described, constitute the premises hereinafter described.
TOGETHER with any power contained in the covenants, conditions and provisions of the note belonging, and all term, issues and profits thereof for any and during all such times as the Mortgagee may be entitled to the same, which are provided for in the Note, and on a par with said real estate and not secondarily, and all appliances, equipment, fixtures and other improvements hereon used to supply heat, gas, or conditioning, water, fire, power, refrigeration (whether such utility is centrally controlled) and ventilation, including without restricting the foregoing, screens, window shades, shutters, doors and windows, floor coverings, radiator covers, swings, screens and water heaters. All of the foregoing are declared to be part of said real estate whether physically attached thereto or not, and it is agreed that all similar appliances, equipment and improvements 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, his heirs, successors and assigns, for the purposes, and upon the trusts and terms 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 waive, defend and waive. Which the said parties do hereby agree to do as follows: (Ch. 52, par. 1, S.H.A. ch. 52, § 1) Every individual shall be entitled to an estate of homestead for the extent of value of \$7,500 on the form of land and buildings thereon, a condominium or in personal property, and or rights therein, or the value of the same as determined by him, to be used as a residence, or in a cooperative that owns property that the individual uses as a residence.

The name of the record owner is **Leonard J. Cournaya & Ann M. Cournaya, his wife**

This trust deed consists of four 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 Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of the Mortgagors this 24th day of August 1985

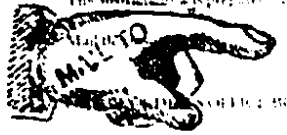
PLEASE PRINT OR TYPE NAME & BELOW SIGNATURE S.
Leonard J. Cournaya *Ann M. Cournaya*
Leonard J. Cournaya Ann M. Cournaya

State of Illinois, County of Cook The undersigned, a Notary Public in and for said County of Cook, do hereby certify that the above named Leonard J. Cournaya & Ann M. Cournaya, his wife, personally known to me and the same persons whose names are subscribed to the foregoing instrument, appeared before me this day personally and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein written, including the release and waiver of the right of homestead.

Given under my hand and seal of office this 24th day of August 1985.
Patrick E. Houlihan August 24, 1985
Patrick E. Houlihan 3737 W. 147th St. Midlothian, Illinois 60445
Notary Public

This instrument was prepared by: **Patrick E. Houlihan** 3737 W. 147th St. Midlothian, Illinois 60445
Midlothian State Bank 3737 W. 147th St. Midlothian, Illinois 60445

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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE 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) 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 contest.
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 repairing 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 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 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 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 thereof, or redeem from any tax sale of foreclosed premises 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 reasonable attorney's 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 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 rate of nine percent per annum. Inaction of Trustee or holder of the note shall never be considered as a waiver of any right accruing to them in or account of any default hereunder on the part of Mortgagors.
5. The 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, sale, foreclosure, tax lien or title or claim thereof.
6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the expiration of the principal term, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when it shall be due or in payment of principal or interest or in case of default shall continue in default for three days in the performance of any other agreement of the Mortgagors herein contained.
7. When the indebtedness hereby 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 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 suit to foreclose 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 or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of proceeding all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data, of all sources with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to avoid one to holders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, 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 rate of nine percent per annum, when paid or incurred by Trustee or holders of the note in connection with any action, suit or proceeding, including but not limited to 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 or applied in the following order of priority: First, on account of all costs and expenses incidental to 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, additions thereto evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any surplus to Mortgagors, then by 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 in a court in which such complaint 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 premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder 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 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 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 whole 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 in part of (1) The indebtedness secured hereby or by any decree foreclosing this Trust Deed or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, (2) the deficiency in case of a sale and with the sale.
10. No action for the enforcement of the lien of the 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 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 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 hereof 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 herein contained 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, insanity or refusal to act of Trustee, 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 hereunder shall have the identical powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
15. If all or any part of the premises, or any interest therein, is sold or transferred by Mortgagors, including a sale by Article 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

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.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 876-995-60

Trustee

85173900

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RIDER ATTACHED TO TRUST DEED

Dated August 24, 1985 1 / 3 / 85

Between:

Leonard J. Cournoya & Ann M. Cournoya
and MIDLOTHIAN STATE BANK AS TRUSTEE

Said principal sum of Twelve Thousand Eight Hundred ⁰⁰/₁₀₀ and interest
~~Eighty Nine and no/100~~ on the balance of principal remaining from time to time unpaid at the
rate of 12.50 % per annum from August 24, 1985 until maturity,
payable in 83 installments each in the amount of \$200.95
and a final installment of \$ 730.95 beginning on
September 23, 1985, and continuing on the same day of each
successive month thereafter until fully paid.

Date: August 24, 1985

x Leonard J. Cournoya
x Ann M. Cournoya

State of Illinois, County of Cook ss:
in the State aforesaid, DO HEREBY CERTIFY that:

Leonard J. Cournoya & Ann M. Cournoya, his wife

personally known to me to be the same persons whose name(s)
above 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 official seal, this 24th day of August, 1985.

Commission expires August 24, 1988

Marguerite L. Jackson
Notary Public

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Notary Public's Office
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