

UNOFFICIAL COPY

85301248

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE, made November 25, 19 85, between
Rosemary L. Kennelly, a Widow

3955 W. 169th Street Country Club Hills, IL
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," AND
MIDLOTHIAN STATE BANK

3737 West 147th Street, Midlothian, Illinois
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Trustee," witnesseth:

The Above Space For Recorder's Use Only

THAT WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Note hereinafter described, in the sum of 7,561.20
Seven Thousand Five Hundred Sixty One and 20/100**** Dollars,
evidenced by one certain Note of the Mortgagors of even date herewith made payable to Midlothian State Bank and delivered, in and by which said Note the
Mortgagors promise to pay the said sum in consecutive monthly installments as follows: see attached rider hereto and made a
part hereof.

and all of said payments being made payable at MIDLOTHIAN STATE BANK, 3737 West 147th Street, Midlothian, Illinois, or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money 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 or his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the
Village of Country Club Hills, COUNTY of Cook AND STATE OF ILLINOIS, to wit:

Lot # 46 in J.E. Merrion's Second Nob Hill Addition to Country Club Hills, a resubdivision of certain lots and vacated streets in J.E. Merrion's Country Club Hills Sixth Addition and of Lot "B" in J.E. Merrion's Nob Hill Addition to Country Club Hills, all in the West 3/4 of the Northwest 1/4 of Section 26, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois*****

P. I. # 28-26-120-001 **K**

which, with the property hereinafter described, is referred to herein as the "premises,"
TOGETHER with all 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 (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 or 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), screen window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves 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 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 or his successors and assigns, 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: Which Provides as follows: "(Ch. 52, par. 1) [S.H.A. ch. 52, § 1] Sec. 1. Every individual shall be entitled to an estate of homestead to the extent in value of \$7,500 in the farm or lot of land and buildings thereon, a condominium or a personal property, owned or rightly possessed by lease or otherwise and occupied by him or her as a residence, or in a cooperative that owns property that the individual uses as a residence;xxx"

The name of a record owner is: Rosemary L. Kennelly, a Widow
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 Mortgagors, their heirs, successors and assigns.

All of the terms and conditions of the Note are hereby incorporated herein and expressly made a part hereof.
Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
Rosemary L. Kennelly (Seal) ✓ (Seal)
Rosemary L. Kennelly (Seal) (Seal)

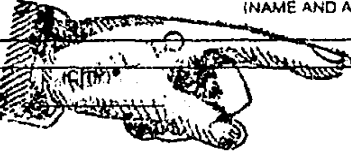
State of Illinois, County of Cook ss., I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Rosemary L. Kennelly, a Widow

personally known to me to be the same person whose name above subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her 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 25th day of November 19 85.
Commission expires 1991 in 1991
Ronda Graman Notary Public

This instrument was prepared by Ronda Graman Midlothian State Bank
(NAME AND ADDRESS)
Mail this instrument to 3955 W. 147th Street
Midlothian, IL 60445
(STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO.



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THE FOLLOWING ARE THE 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 destroyed; (3) keep said premises free from mechanic 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 thereon; (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 or forfeiture 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 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 hereinbefore taken may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice of 10 days interest thereon at the rate of three per cent per annum from the date of such indebtedness to the date of payment. A waiver of any right accruing to them on 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 received 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 indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the note, principal 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 default shall occur in payment of principal or interest, or in case of default, shall occur and continue 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 attorneys' fees, Trustee's fees, appraiser's fees, quality for documentary and expert evidence, stenographers' charges, publication, costs and costs (which may be estimated as to items to be expended, if any, only of the decree), of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to defend against holders at any sale which may be had pursuant to such decree, the condition of the title to or the value of the premises. In addition all expenditures and expenses of the holder in this paragraph mentioned shall become so much additional indebtedness secured hereby and interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with any such suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either plaintiff 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 or for 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, an 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 items which under the terms hereof constitute secured indebtedness, in addition to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; 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 complaint to foreclose this Trust Deed, the 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 status 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 sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further time 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 a 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.

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 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 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 in 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.

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 title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled in 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 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.

The Installment Note mentioned in the within Trust Deed has been identified herewith under identification No. 814124-50

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.

Trustee

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RIDER ATTACHED TO TRUST DEED

Dated November 25th 1985

3 5 1 2 4 8

Between: Rosemary L. Kennelly, A Widow

and MIDLOTHIAN STATE BANK AS TRUSTEE

Said sum payable in 59 installments of \$ 126.02 each and a final installment of \$ 126.02 beginning on December 25 1985 and continuing on the same day of each successive month thereafter until fully paid.

Date 11/25/85 x Rosemary Kennelly
x [Signature]

29 NOV 85 9:23

State of Illinois, County of Cook ss.;

in the State aforesaid, DO HEREBY CERTIFY that:

Rosemary Kennelly

personally known to me to be the same person whose name(s) above subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

12.00 E

Given under my hand and official seal, this 25th day of November, 1985.

Commission expires [Signature]
Bonda Garner
Notary Public

Identification # 814174-50

-85-301248

85301248

NOV-29-85 9 21 5 85301248 A Rec 126

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BEFORE ME, Notary Public, on this day of November 1982

Present: Barbara J. Kennedy, A Widow

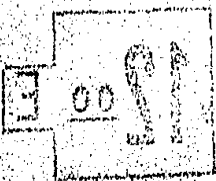
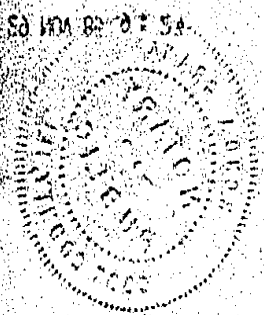
and NICHOLAS STATE BANK AS TRUSTEE

Said bank payable in \$2 installments of \$100.00 each and a final

installment of \$100.00 beginning on December 31, 1982

and continuing on the same day of each successive month thereafter until fully paid.

[Handwritten signatures and names]



Barbara J. Kennedy, County of Cook, State of Illinois, County of Cook, State of Illinois, in the State of Illinois, DO HEREBY CERTIFY that:

personally known to me to be the same person whose name(s) above subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of redemption.

Witness my hand and official seal, this 25th day of November, 1982.
[Signature]
Commission Expires _____
Henry Public

Identification # 8M114-20

82-301548

82-301548

Property of Cook County Clerk's Office