

T-1727

This Indenture, made August 1, 1986, by and between State Bank of Countryside, an Illinois corporation, as trustee under trust agreement dated January 15, 1986 and known as trust no. 139 and not personally

herein referred to as "Mortgagors," and

STATE BANK OF COUNTRYSIDE

86403258

an Illinois banking corporation doing business in Countryside, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as HOLDERS OF THE NOTE, in the PRINCIPAL SUM OF

Thirty-four Thousand Two Hundred and 00/100 DOLLARS

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

State Bank of Countryside

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest monthly

on the balance of principal remaining from time to time unpaid at the rate of (*) per cent per annum in instalments

as follows: int only Dollars on the 1st day of September 1986 and interest only Dollars on the 1st

day of each successive month thereafter until said note is fully paid except that the final payment of principal and

interest, if not sooner paid, shall be due on the 1st day of December 1986. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the maximum rate permitted by law, and all of said principal and interest being made payable at such banking house or trust company in

Countryside 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 State Bank of Countryside in said City.

This Trust Deed and the note secured hereby are not assumable and become immediately due and payable in full upon vesting of title in other than the grantor(s) of the Trust Deed.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest, 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, situated lying and being in the

, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 20 in Block 2 in W F Kaiser and Company's Kadvale Gardens, being a subdivision in Section 15, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

19-15-406-019 *Jhm*

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), screens, window shades, storm doors and windows, floor coverings, indoor beds,awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate, whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereinafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

This instrument was prepared by
State Bank of Countryside, Inc., 621 Kiet Rd.
Countryside, Illinois 60525

86403258

BOX 50

UNOFFICIAL COPY

TRUST DEED

For Instalment Note

20

STATE BANK OF COUNTY SIDE

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49150

FLUOREN I NATURE

Another section of the Geneva negotiations, very secret, took place between the parties before
the United Nations, independently from the UN itself. It was held at the Swiss town of Gstaad, under the chairmanship of the Swiss Foreign Minister, Mr. Gustav Gmür. The
participants were the PDR of the Federal Council, the Swiss government, the Swiss Parliament, and
the Swiss Confederation. The Swiss Foreign Minister was the chairman of the committee.
The discussions concerned the political situation, the international organisations,
and the economic and financial problems of the Swiss Republic. The Swiss and
the PDR had a common interest in the political situation of the Swiss Republic.
The Swiss Foreign Minister, Mr. Gustav Gmür, was the chairman of the committee.
The discussions concerned the political situation, the international organisations,
and the economic and financial problems of the Swiss Republic.
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and the economic and financial problems of the Swiss Republic.

DEPT-01,RECORDING 114333 TRAIN 1765 09/09/86 14:48:00
\$13.00 #4674-A * -E6-402258 COOK COUNTY RECORDER

AFTER RECORDING
MAIL THIS INSTRUMENT TO

NAME State Bank of Countryside

ADDRESS 6724 Joliet Rd.

CITY Countryside, Illinois 60525

DATE _____ INITIALS _____

STATE OF ILLINOIS,
County of COOK

I, the undersigned,
a Notary Public in and for and residing in said County, in the State aforesaid, DO

HEREBY CERTIFY THAT ... SUSAN L. JUTZL, Trust Officer and

MAUREEN J. BROCKEN, Asst. Trust Officer

who are personally known to me to be the same person^s whose name is are 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 Notarial Seal this _____ day

day of August, A. D. 1986

Barbara Strickland
Notary Public.

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 6, 1988
ISSUED THRU ILL. NOTARY ASSOC.

UNOFFICIAL COPY

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 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 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 overplus 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 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 of 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 deficiency.

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. 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 its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it 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 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 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 it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any 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 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 resignation, inability or refusal to act of Trustee, then Chicago Title and Trust Company shall be the first Successor in Trust, and in case of its 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 to reasonable compensation for all acts performed hereunder.

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 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.

WITNESS the hand _____ and seal _____ of Mortgagors the day and year first above written.
State Bank of Countryside as 1/10/86 a/k/a trust no. 139
and not personally _____ [SEAL.] By: Superintendent, TRUST DEED [SEAL.]

[SEAL.] Attest: James J. Blocker [SEAL.]

Exoneration provision restricting
any liability of the State Bank
of Countryside stamped on the
reverse side hereto, is hereby
expressly made a part hereto.

86403258

UNOFFICIAL COPY

7. When the trustee shall have the right to foreclose the lien holder by acceleration or otherwise, he or she shall be allowed and included as additional indebtedness in the decree for sale all expenses which may be paid or incurred by or on behalf of trustee or holders of the note for attorney fees, appraisers fees, oulays for documentation and expert evidence, storage charges, publication costs, and costs (which may be estimated to the sum of one hundred and fifty dollars) of trustee or holders of the note for the same amount of time as the trustee or holders of the note may demand to be reasonable either to procure data and assurances with regard to title to the value of the premises held thereby and immediately due and payable, with interest thereon at the maximum rate permitted by law, when paid or incurred by trustee or holders of the note in the same manner as much additional indebtedness incurred hereby and immediately due and payable, with interest thereon at the maximum rate permitted by law, to which rights are hereby given for the payment of the same.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest due, when due, according to the terms hereof. At the option of the holders of the notes, and without notice to Mortgagees, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note, and without notice to Mortgagees, be paid in one lump sum due and payable at the time of default in making payment of any instalment of principal or interest due, or (b) when (a) immmediately in the case of default in making payment of any instalment of principal or interest due, or (c) note, or (d) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

5. The Trustee or the holder(s) of the note hereby agree to pay any amount necessary to satisfy any deficiency in the amount of any tax, assessment, fine, or penalty imposed by law upon the property described in the instrument, may do so according to any bill, statement or estimate procured from the city or state public office without notice or claim thereof.

4. In case of default in payment, Trustees or the Holders of the Note may, but not need not, make any payment or performance any act heretofore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax or other prior lien or claim thereon, or redeem from, any tax sale or forfeiture affecting said premises or contents, any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by, Trustee or the Holders of the Note to protect the mortgaged premises and the lien hereon, shall be so much additional compensation to the Holders as to make up the deficiency between the amount received by the Holders and the amount received by the Noteholders.

3. Moratoriums shall be granted, except all building and improvements now or hereafter situated on said premises incurred against loss or damage by fire, lightning, or windstorm under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of repairing the same or to pay in full the indebtedness secured hereby, all in companies either to pay the cost of repairing the same or to pay in full the indebtedness secured hereby, all in companies liable to the holders of the note, such修理費 as are evidenced by the standard mortgage clause to each policy, and shall deliver all policies, including addendum and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewals policies not less than ten days prior to the respective dates of expiration.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, and shall pay special assessments all charges, sewer service charges, and other charges against the premises when due, and shall, upon written request 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.

1. After-gasgoons shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for less than one expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; (4) make no material alterations in a building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

TO HAVE AND TO HOLD the premises unto the said trustee, his 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 rights and benefits the Mortgagors do hereby expressly release and waive.