86540583

The Above Space For Recorder's Use Only THIS INDENTURE, made October 31, 1986, between Roger C. Harmon, Jr. and Theresa harmon, husband and wife.

herein referred to as "Mortgagore", and Roger G. Harmon, also known as Roger G. Bremen Bank Mc Trust Co. herein referred to as "Trustee", witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note", of even date herewith, executed by Mortgagors, made payable to Bearer and delivered, in and by which note Mortgagors promise to pay the principal sum of Four Thousand five hundred and no/100------Dollars, and interest from date hereon on the balance of principal remaining from time to time unpaid at the rate of 13.00 per cent per annum, such principal sum and interest to be payable in installments as follows: One hundred twenty one and 16/100--Dollars on the 15th day of Becember , 1986, and One hundred twenty one and 16/100--Bollars on the 15th day of each and every 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 15th day of November , 19 90; all such payments on account of the indebtedness evidenced by said Note to be applied first to accrued and unpaid interest on the unpuid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 13.00er centre annum, and all such payments being made payable at Tinley Purk, 11. 6047 br 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 is the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued locrest 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 of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agrees. ment contained in said Trust Deed (in which event election may be made at any time after the expiration of said; three days, without notice), and hat all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest. NOW THEREFORE, to secure the pay ent of the said principal sum-of-money and interest in accordance with the ternis, provisions and limitations of the above mentioned rote and of this Trust Deed, and the performance of the covenance and agreements occurred 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. Mortgagors by bese oresents CONVEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all if their estate, right, title and interest therein, situate, lying and being in the COUNTY OF Cook

AND STATE OF ILLINOIS, to wit:

Lot 16 in Tierra Grande Unit number 2, being a subdivision of part of the Southeast 4 of Section 3, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. which, with the property hereinafter described, is referred to herein as the "prenises,"

TOGETHER with all improvements, tenements, casements, and appurten ones thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled there. (which rents, issues and profits are pleigled primarily and on a parity with said real estate and not secondarily), and all fixtures are selection, including contents now or hereafter therein or therein or therein used to supply heat, gas, water, light, power, refrigeration and ir conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, which wishades, swinings, storm doors and windows floor coverings, madoor helds, stoves and water heaters. All of the foregoing are declared, and agreed to be a part of the mortgaged premises absolute the story of the mortgaged in the part of the mortgaged requires. gaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or 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 henefits Mortgagors do hereby expressly release and whive:

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page? The reverse side of this Trust Deed are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written. 31 311 98 ACH \$1 (Seal) Roper G. Harmon Jr. PLEASE PRINT OR TYPE NAME(S) Theresi Harmon SIGNATURE (B) I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Roger G. Harmon, also known as Rogor G. Harmon, Jr. and Thorosa Harmon husband and to me to be the same person. S whose name. S. a.r.o. subscribed to the foregoing instrument appeared before me this day in person, and ack-BUAL and waiver of the right of homestead. right of numesterd. Octoberday of day of October 19 86 Given under my hand and official seal, this Commission expires 27-1-11 This Execument prepared by Mart Tyn Craft for Bremen Bank, & Trust Co. ADDRESS OF PROPERTY: DOCUMENT NUMBER 18931 Cypress Ave. 175**0**0 S. Qak Park Ave. Tintoy Park, 11, 60477 Country Club Hills, THE AROVE ADDRESS IS YOU STATISTICAL PURPOSES ONLY AND IS NOT A PAST OF THIS THUST DEED. NAME Bremen Bank & Trust Co. 1.7(4)

17500 S. Oak Park AVe.

Tinley Park, 11, 60477

RECORDER'S OFFICE SOX NO...

BEND BURNHQUENT TAX BILLS TO

- MAMEL

LABBRES

OR

MAIL TO:

ADDRESS

UNOFFICIAL COPY

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 lavor of the United States or other liens or claims for lien not expressly sube, dinated 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. Mortgagoes shall now before the page of the note of the premises shall now before the lien.
- 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 becounder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Morigagors 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 then of, or redeem from any tax sale or forfeiture affecting said premises or contest any tax lien or other prior lien or
 need for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys
 fees, and any other mineys 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 seven per cent per an ium. Inaction of Trustee or holders of the note shall never be considered as 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, set ment 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 hen or title or claim thereof.

 6. Mortgagors shall pay each ten of indebtedness herein mentioned, both principal and interest, when due according to the terms

- may do so according to any bill, "thement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the walldity of any tax, assessment, sale, forteiture, tax hen or title or claim thereof.

 6. Mortgagors shall pay each iten of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the hold, so of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding ar, bing in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of princ per or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagor, in rein contained.

 7. When the indebtedness hereby secured 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 free. Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenges publication costs and costs (which has be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title scarches and expenses of the note in the note in the scarches and expenses of the note in the note in the scarches and expenses of the note in the foreclosure the true condition of the title to or the value of the premiser. All expenditures and expenses of the nature in this paragraph in antitined shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the receive per cent per annum, when paid or incurred by Trustee or h
- 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, on account of all costs and expenses incident to the forelosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; account, all other items which under the terms hereof constitutes secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may poper.

 9. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, he Crart 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 card 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 peridency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period for redemption, whether there is redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be estimed 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 any period. The Court from time to time may be horselosing 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 de
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be rublect to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby arcured.
- 1). Trustee or the holders of the note shall have the right to inspect the premises at all reasonable time. (An access thereto shall be permitted for that purpose.
- 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 of this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor to 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 majority 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
 - 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument

acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be hinding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortagors" 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

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LENDER.	THE NOTE	SECURE	D BY THI	S TRUST	DEED
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THE TRIT	ST DEED IS	FUED F	OR RECOR	Ð.	

The	Installment	Note	mentior	ard in	the	within	Trust	Deed	has
been	identified h	crewitl	under	Identif	icati	on No	15-	5428	-8