7112

30x 805	THE ABOVE SPACE FOR RECORDERS USE ONLY
	86167
THIS INDENTURE, made April 26, -	19 85 pbetween
ROBERT W. BLODGETT and MARION N	. BLODGETT, his wife

(hereinafter called "Mortgagor"), and STATE NATIONAL BANK, a National Banking Association, doing business in Evanston, Illinois, (hereinafter called "Trustee"), witnesseth:

THAT. WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described. (hereinafter called the "Holders of the Note"), in the principal sum of --- ONE HUNDRED FORTY THOUSAND and OC 100-

Dollars (\$ 1-0.000.00.... evidenced by one certain Instalment Note (hereinafter called the "Note") of the Mortgagor of even date herewith, made payable to BEARER and delivered, in and by which Note the Mortgagor promises to pay such principal sum and interest from the date on the balance of principal remaining from time to time unpaid at the rate of per cent per annum in instalments as follows: ANE ANY EXTENSIONS, RENEWALS OB-

STATE NATIONAL BANK REFERENCE/PRIME RATE PLUS 21- REFINANCES THEREOF-ADJUSTED AS OF THE DAY OF CHANGE IN SAID PRIME BATE-

Dollars on the late . day of . June

-INTEREST ONLY-

18% - day of each amonth-Dollars on the thereafter until the Note Dollars on the 18% day of each smooth the thereafter until the Note is fully paid except that the final payment of principal and interest, if not sooner hald, shall be due on the 18% day of November. 180 ... All such payments on account of the indebtedness evidenced by the Note to be first applied to interest on the unguid principal balance and the remainder to principal; provided that the principal of each instalment violess and when due shall bear interest after maturity at the rate of 25NB Frince 25 per cent per annum, and all considering and interest being payable in lawful money of the United States of America, or at the office of STATE NATIONAL BANK, in Evanston, Illinois, or at such other place as the Holders of the Nationary from time to fine in writing appoint. of the Note may, from time to line, in writing appoint:

NOW THEREFORE, DE MORGOUT OF THE OFFICE OF THE NOR WISHESPECTURE OF MORRE OF THE PROPERTY OF T

TheWest 16-2/3rds fee of Lot 17 and the East 16-2/3rds feet of Lot 18 in Block 1 in Gregory's Subdivision of the South Half of Lots 26, 27 and 28 in Baxter's Subdivision of part of Section of Quilmette Reserve in Twnship 42 North, Range 13 East of theThird Principal Meridian, in Cook County, Illinois OUNT

which, with the property bereinstter described, is hereinafter called the "premisea,

TOGETHER with all the terements, pin leges, essentents, breedskinnents and apparteriances now that distribute receiver precedure the mainer amproperate processes and another than the mainer and the forest processes and another than the mainer to be passed in the Real Livste, and results asserted in the receiver and and apparent and another than the receiver the passed and apparent in the passed processes and apparent and apparent and according to the strength of the strengt

TO HAVE AND TO HOLD the premises unto the Trustee, its successions and a good forcer, for the purposes, and apply the uses and trusts benefits forth, free from all rights and benefits under any by virtue of the Homestead I verigion Laws of the Store of Illinous, which say to rights and benefits the Mortguete over hereby expressly release and waive.

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 the Mortgagor, his heirs, successors and assigns.

WITNESS the hand and seal of Mortgagor the day and year first above written.

	[SEAL] SEAL] [SEAL] Marion N. blodgett [SEAL]
STATE OF ILLINOIS	1. HARHARA N. SALTHER sh. the undersagned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY
COUNTY OF A MARKET	CERTIFY THAT SOLD THE ACTION AND LOTTER AND ACTION No. RESIDENCE THE NO. 21 C. personally known to be the same personally whose name S. ALC. subscribed to the foregoing Instrument appeared before me this day in person and arknowledged that they uses and purpose, scaled and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set facely, including the
	release and waiver of the right of homestead. GIVEN under my hand and Notarial Seal this
64.RF1 - 56 RFV 5.84	the city of the contract of the city of th

Notary Public

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

- 1. Mortgagor shall (1) keep premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subsordinated to the been hereof; (2) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premise; (4) comply with all laws, regulations and ordinances with restort to the premises and the use thereof; (5) pay when due any indebtedness which may be secured by a lien or charge on the premise 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; (6) make no material altergations to the premises except as required by law, regulation or ordinance.
- 2. Mortgagor shall pay before any penalty attaches all general 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 duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
- 5. Mortgagor agrees to maintain in force, at all times, fire and entended coverage insurance on the premises at their full insurable value, and also agrees to ry such other hazard insurance as Trustee or the Holders of the Note may require from time to time. Said insurance shall be carried in such companies as It be satisfactory to Trustee or the Holders of the Note and the policies evidencing the same with mortgage clauses (satisfactory to Trustee or the Holders of the Note and the policies evidencing the same with mortgage clauses (satisfactory to Trustee or the Holders the Note) attached, attached, shall be deposited with Trustee. An appropriate renewal policy shall be delivered to Trustee not later than thirty days prior to the envira-
- 4. In addition to the monthly installments of principal and interest payable under the terms of the Note, and to provide for the payment of real estages, assessments and insurance percentage and the payment of the Note, as such monthly payment date, as set forth in the Note, an amount equal to one-twellth of the annual real estate taxes, assessments and insurance premiums stimuted by Timitee or the Holders of the Note. In the event such deposit shall not be sufficient to pay such taxes, assessments and insurance premiums white. Mortgageer agrees to deposit, on demand, such additional amounts as may be required for that purpose. Such deposit shall be held without allowance never thereon.
- 5. In case of default herein, Trustee or the Holders of the Note may, but need not, make any payment or perform any act herembefore required of Mortgagor 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 here or other prior here or title or claim thereof, or redeem from any tax sale or forfeiture affecting the 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 attorneys fees, and any other moneys advanced by Trustee or the Holders of the Note to protect the premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, while he so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon from date of disbursement at the Note interest rate or the high, is interest rate premitted by law. Inaction of Trustee or Holders of the Note shall never be considered as a waiver of any right accuming to them on account of any default he cind in on the part of Mortgagor. The Trustee or the Holders of the Note making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate or into the validity of any tax, assessment, sale, for future, tax ben or title or claim thereof.
- 6. Trustee or the Holders of the Note may, but shall not be required to, make advances to the Mortgagor or to his successors in title or any of them in addition to those made under the terms of paragraph 5, but of subject to the limitations berein stated. It is the interni hereof to secure payment of the indebtedness whether the entire amount shall have been advanced of the Mortgagor at ine fails hereof or at a later date, or having been advanced, shall have been regard in part and further advances made at a later date. Such advances shall in no event operate at more the principal sum of the indebtedness greater than the sum of (1) the amount named in the Note: (2) any amount or amounts which may be added to the original indebtedness or of the terms of paragraph 5 above; and (3) other advances made under the terms of this paragraph.
- 2. In case the premises, or any part thereof, shall be taken by condemnation, the Trustee or the Holders of the Note is hereby empowered to collect receive all compensation which may be had for any property taken or for damaces to any property not taken and all condemnation compensation so receivable beforthwith applied as the Trustee of the Holders of the Note may elect, to the immediate reduction of the intelectores secured hereby, or to the sand restoration of any property so damage, growided that any excess over the amount of the indebtedness shall be delivered to Mortgagor.
- 8. The Trustee or the Holders of the Note may collect a "late charge" not to exceed 4% (or a minimum of \$1.00) of any installment which is not paid within 15 days from the due date thereof to cover the extra expense involved in liamiling delinquent payments.
- within 15 days from the dus date thereof to cover the extra expense involved in liamlling delinquent payments.

 9. Mortgagor shall pay each item of indebtidine share in mentioned, both principal and interest, and shall make all deposits herein required, when due according to the terms hereof. Time is of the essence overed and if default shall occur in the payment of any monthly installment of principal and interest as provided in the Note; or in the payment of any othe indebtadents among under the Note or this Trust Deed, or in the performance of any other accepted of Mortgagor contained in the Note or this Trust. Deed and shall continue for a period of three days; then the following provisions shall apply: (a) All sums secured hereby shall, at the option of Trustee or the Holders of the Note may immediately foreclose the lien of this Trust. Deed. The court in which any proceeding is pending for that purpose may, at ence, or at any time thereafter, either before or after sale, without notice to komproor, and without requiring bond, and without requiring bond, and without requiring bond, and without regard to the solventry or motivency of any person liable for payment of the indebtedness accured hereby, and wilson regard to the then value of the premises, one has a homestead, appropriate of the benefit of Trustee or the Holders of the Not, vith power to collect the rents; issues and profits of the premise, due and to become during runch foreclosure suit and the full statutory period of real-or no notwithstanding any recomption. The receiver, out of such rents, issues and profits of the premise, due and to become during the benefit of Trustee or the Holders of the Not, vith power to collect the rents; issues and profits of the premise, due and to become during the full statutory period of real-or no notwithstanding any recomption. The receiver, out of such rents, issues and profits withing and interest and indebtedness secured hereby or any deficiency decree.
- 10. In the event the ownership of the premises or any part thered becomes vested in a person other than the Mortgagor, the Trustee or Holders of the Note may, without notice to the Mortgagor, deal with such successor or a vest or in interest with reference to this Trust Deed and the debt hereby section in the same manner as with the Mortgagor, and may forbear to suc or mir ext ind time for payment of the debt, secured hereby, without distharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby section. The sale or transfer of the premises or an assignment of beneficial interest in the premises, without the written consent of the Trustee or the residence of the Note, that I constitute a detault by Mortgagor hereunder.
- 11. In any foreclosure of this Trust Deed, there shall be allowed and included in the derive for the ecocy, and constitute a settent by more paper of the proceeds of such sale; (a) all principal and interest remaining unpaid and secured hereby; (b) all other items advanced or paid by Trust', e.o. the Holders of the Note pursuant to this Trust Deed, with interest at the Note interest rate to the highest interest rate permitted by law from the date of dark accement, and (3) a court costs, attorneys (see, appraiser's fees, expenditures for documentary and expert evidence, stemographer's charges, publication costs, and costs (which may be estimated by a southern to be expended after entry of the decree) of procuring all abstracts of trile, title searches and examinations, title guaranty policies. Torren's certificates, and similar data with expect to title which Trustee or Holders of the Note may deem necessary in connection with such foreclosure proceeding.
- connection with such foreclosure proceedings.

 12. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the I liouving order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are enumerate Jerenn, second, all other items which under the terms hereof constitute secured indebtedness additional to that existenced to the Note, with inverset treires as become provided, third, all principal and interest remaining ungoing on the Note; fourth, any overplain to Morigagor, his best, legal representatives or assuming as after regarder may appear
- 18. No action for the enforcement of the lies or of any provision hereof, shall be subject to any delense which would not be good and available to the y interposing the same in an action at law upon the Note.
- 14. Trastee or the Holders of the Note shall have the right to impect the premises at all reasonal at uses and access thereto shall be permitted for that surpcise
- 15. Neither Trustee, nor any of its agents of attorneys, nor Holders of the Note, shall be liable for any 2 its or omissions hereunder, except in case of its after own willful musconduct or that of agents, employees or attorneys of Trustee, and Trustee may require a unselves satisfactory to it before exercising any reer or authority herein given. Trustee has no duty to examine the title, location, existence, or condition of he premises, nor shall Trustee be obligated to red this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof.
- 16. This Trust Deed and the lies created hereby shall be released by Trustee upon full payment of all indestidness secured hereby, the performance of the agreements herein made by Mortgagor, and the payment of the reasonable fers of frustee. Trustee may execute and delegate the control of any person who shall, either hefore or after materity hereof, produce and exhibit to Trustee the Note and Trust I sed upercenting that all indebtedoess hereby secure and the produce of the control of the respective to the note of the control of the control of the control of the payment identifying the same as the Note dearting the substance with the description herein contained of the Note and which purports to be executed by the makers thereof.
- 17. Trustee may at any time resign by instrument in writing filed in the office of the Recorder of Registrar of Titles of the county in which this instrument shall have been recorded or registered. In case of the resignation, inability or refunds to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust the returners shall have the identical trile, powers and, on the resignation given Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- 18. This Trust Deed and all provisions hereof shall extend to and be binding both jointly and severally, upon Mortgagor and all sew as claiming under or through Mortgagor, and the word "Mortgagor" when used hereis shall include all such persons and all persons hablt for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Trust Deed.
- 19. STATE NATIONAL BANK, personally, may buy, sell, own and hold the Note or any interest therein, before or after maturity, and whether or main delault; and said Bank as a holder of the Note or any interest therein and every subsequent holder shall be entitled to all the same security and to all the same rights and remedies as are in this Indenture given to the Holders of the Note, with like effect as if said Bank were not the Trustee under this Indenture; and an Trustee theretained that he deemed to occur at any time. Any actions or remedies provided in this Indenture to be taken by the Trustee or the Holders of the Note may be taken or had jointly by the Trustee and any holder of the Note.

DEPT-01 RECORDING

\$11.99

T#1111 TRAN 3391 04/29/86 13:07:00 #6033 # A *-86-167112

IMPORTANT

FOR THE PROTECTION OF BOTH THE BURROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY STATE NATIONAL BANK, TRUSTEE, BE-PORE THE TRUST DEED IS FILED FOR RECORD.

The Note mentioned in the within Trust Deed has been identified herewith under Identification No. ...

STATE NATIONAL BANK, as Trustee,

a Secretary.

THIS INSTRUMENT PREPARED BY: STATE NATIONAL BANK 1603 ORRINGTON AVENUE EVANSTON, ILLINOIS 60204 BARBARA N. SAETHER



8-10/43