

# UNOFFICIAL COPY

TRUST DEED

86266683

THIS INDENTURE, made June 20 1986, between Robert V. Hanson and Lillian F. Hanson,  
his wife,  
herein referred to as "Mortgagors," and DUPAGE NATIONAL BANK

a National Banking Association, herein referred to as TRUSTEE, witnesseth:  
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Note hereinafter described,  
said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of  
Seven Thousand and no/100-----Dollars,  
evidenced by one certain Note of the Mortgagors of even date herewith and any and all renewals thereof, made payable  
to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from  
date and at rate as provided in the Note executed by the maker thereof bearing even date herewith and any and  
all renewals thereof and which this Trust Deed secures.

All payments on account of the indebtedness evidenced by said note and any and all renewals thereof to be first  
applied to interest on the unpaid principal balance and the remainder to principal; and all of said principal  
and interest being made payable at such banking house or trust company in West Chicago, 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 DUPAGE NATIONAL BANK in said City,

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 Ten  
Dollars 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, situate, lying and being in the County of Cook and State of Illinois,

to-wit:

The South 86.45 Feet of Lot 1 in Block 3 in Oliver M. Carson's Addition to Oak Park  
Subdivision of Lots 5 and 6 in Circuit Court Partition of the North Half of the  
South East Quarter of Section 6 and the North West quarter of the South West quarter  
of Section 5, Township 39 North, Range 13, East of the Third Principal Meridian in  
Cook County, Illinois

P.I.N. 16-06-409-009

86266683

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, inador 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 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 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.

This trust deed consists of three pages. The covenants, conditions and provisions appearing on pages 2 and 3  
are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs,  
successors and assigns.

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

Robert V. Hanson (SEAL)

Lillian F. Hanson (SEAL)

Robert V. Hanson (SEAL)

Lillian F. Hanson (SEAL)

I, the undersigned  
a Notary Public in and for said County, in the State aforesaid, DO HEREBY  
CERTIFY THAT

STATE OF ILLINOIS, } SS  
County of DuPage

Robert V. Hanson and Lillian F. Hanson, his wife

who are personally known to me to be the same person whose  
name is 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 26th day of  
June, A.D. 1986.

Constance Quinlan  
Notary Public

My commission expires March 21, 1987.

# UNOFFICIAL COPY

8/22/2014 10:59 AM

Property of Cook County Clerk's Office

Property of Cook County Clerk's Office

8/22/2014

86266683

1. The Mortgagor 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 mechanic's or other liens or claims for lien not 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, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any 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.

2. Mortgagor 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 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.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or 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 hereinafter 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 lien or other prior lien or title 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 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 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 a rate equivalent to the post maturity rate set forth in the Note securing this Trust Deed, if any, otherwise the pre-maturity rate set forth therein. 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 Mortgagor.

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, forfeiture, tax lien or title or claim thereof.

6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained, or (c) immediately upon the dissolution or death of any maker and/or guarantor of the Note, or (d) as the terms and conditions under which the loan evidenced by the Note secured by this Trust Deed are predicated on the continued ownership of the undersigned and the continued holding of interests of the guarantors of the Note in either the real estate subject to this Trust Deed and/or, in the beneficial interest in the land trust holding title to the premises, and as that continued ownership or holding of interest has been an integral part of the negotiations of the terms and conditions, (i) immediately in the event the undersigned's interest in the real estate, or any part thereof, or any of the incidents of ownership thereto, are sold, transferred, conveyed, or agreed and/or contracted to be sold, transferred or conveyed whether outright or by installment or contract sale, or (ii) immediately in the event the undersigned and/or any or all guarantors of the Note shall sell, assign, transfer or convey any portion or all of the beneficial interest in the land trust holding title to the premises, or shall, in any manner, sell, assign, transfer, or convey any portion of all of the power of direction over the land trust or any interest in the land trust whatsoever. (with the exception that with the written consent of the holder or holders of the Note, which consent shall not be unreasonably withheld, the collateral assignment of beneficial interest will not accelerate the contracted maturity of the indebtedness.)

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. 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, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry 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 evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. 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 a rate equivalent to the post maturity rate set forth in the Note securing this Trust Deed, if any, otherwise the pre-maturity rate set forth therein when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including 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 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 Mortgagor, its successors 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 Mortgagor 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 Mortgagor, except for the intervention of such receiver, would be

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

# UNOFFICIAL COPY

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 on behalf of the corporation herein designated as the maker 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 on behalf of the corporation herein designated as maker 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, the then Recorder of Deeds of the county in which the premises are situated shall be 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 Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" 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.

16. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

17. Taxes and insurance are to be prorated monthly and such prorated sum is to be paid in addition to the above payments at the time and place the above payments are made.

18. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

19. The note secured by this Trust Deed contains an after maturity rate of interest substantially higher than the pre-maturity rate of interest. In addition, the note secured by this Trust Deed contains a provision for a substantial penalty for late payments.

### IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under identification

No. 880

DUPAGE NATIONAL BANK,  
as Trustee,

by Joan T. Mulhe  
Assistant Secretary  
Vice President  
Trust Officer

JUN 26 1965 10 11 AM '65

THIS INSTRUMENT PREPARED BY  
JOHN W. MURPHY  
101 MAIN STREET  
WEST CHICAGO, IL 60185

30 JUN 26 1965

12.00

Deliver Recorded Instrument To:

DUPAGE NATIONAL BANK  
P. O. BOX A  
WEST CHICAGO, IL 60185

86266693

86266693

12.00 e

UNOFFICIAL COPY

Property of Cook County Clerk's Office

444444