

This Indenture, Made June 6, 1986, between; STATE BANK OF COUNTRYSIDE,

Trustee under Trust Agreement dated July 13, 1984 and known as Trust no. 053, and
not personally _____ herein referred to as "Mortgagors," and

STATE BANK OF COUNTRYSIDE

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

86278523

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 Forty Nine Thousand 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 _____

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 10th day of July, 1986, and Int. only Dollars on the 10th 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 10th day of June, 1987. 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 29 in Block 19 in Crane View Archer Avenue Home Addition to Chicago, a Subdivision of part of the West 1/2 of the West 1/2 of Section 9, Township 38 North, Range 13 East of the Third Principal Meridian (except the North 9.225 acres thereof) and except also a strip of land 66 foot wide across the West 1/2 of the Southwest 1/4 of said Section 9, to be used for Railroad purposes as described in Deed document number 2393034, in Cook County, Illinois.

P.I.N. 19-09-301-020-0000

H.W.

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 hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

Instrument was prepared by M. Becker
State Bank of Countryside 6724 Joliet Rd.
Countryside, Illinois 60525

UNOFFICIAL COPY

TRUST DEED

For Instalment Note

Box _____

To

STATE BANK OF COUNTRYSIDE
Trustee

PROPERTY ADDRESS

VICE-PRESIDENT
NOTARY PUBLIC
CLERK'S OFFICE

STATE BANK OF COUNTRYSIDE

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

IMPORTANT

On the protection of both the borrower
and lender, the note secured by this
Trust Deed should be identified by the
Trustee names herein before the Trust
Deed is filed for record.

AFTER RECORDING
MAIL THIS INSTRUMENT TO

NAME State Bank of Countryside

ADDRESS 6724 Joliet Road

CITY Countryside, Illinois 60525

DATE 6/9/86 INITIALS sli

STATE OF ILLINOIS,

COUNTY OF COOK

I, Barbara J. Strickland,
a Notary Public in and for and residing in said County, in the State aforesaid, DO

HEREBY CERTIFY THAT SUSAN L. JUTZI, Trust Officer and

THOMAS P. BOYLE, Vice President

who are personally known to me to be the same persons whose name 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 6th

day of June, A. D. 1986

Barbara J. Strickland
Notary Public

86278523

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 6, 1989
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 hereof 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.

16. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure pursuant to rights herein granted, or to any subsequent to the date of this mortgage and on behalf of all other persons to the extent permitted by Article XII of the Illinois General Civil Procedure.

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

STATE BANK OF COUNTRYSIDE. [SEAL.]

Trustee under Trust Agreement
dated July 13, 1984 and known [SEAL.]
as Trust no. 053, and not personally,

by: Scoutt, Jr. (SEAL)

Attest: Thomas D. Boyle (SEAL)

[SEAL.]

[SEAL.]

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

UNOFFICIAL COPY

G. 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 or of the note, and without notice to Mortgagor, all unpaid indebtedness accrued by this Trust, Deed of trust, notwithstanding anything in the note or in this Trust Deed to the contrary, becomes due and payable 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 Mortgagee herein contained.

3. The trustee or the holders of the note hereby secures making any payment any holder of such bill, statement of estimate or estimate of validity of any (ax, assessment, etc., forfeiture, tax lien or claim thereof).

4. In case of default thereon, Trustee or the holder of the note may, but need not, make any payment or performance any set
hereinafter 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 title or claim thereof, or redeem from, any sale or forfeiture affecting said premises or
assessments. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection
with, including attorney's fees, and any other money advanced by Trustee or the holder of the note to protect the mortgaged
property and the lien hereon, plus reasonable compensation to Trustee for each meter concerning which action herein
is had may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable
without notice and without interest thereafter at the maximum rate permitted by law. Laction of Trustee or holder 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

3. **Non-refundable premiums** – Premiums paid for insurance under policies provided on a paid premium basis or damage by fire, lightning or wind storm under policies now or hereafter situated on land premiums incurred prior to the respective dates of expiration.

2. Mortgagors shall pay before any penalty attaches all generally applicable charges, and other charges all general taxes, and shall pay special taxes, special assessments, water charges, sewerage charges, and other charges against the premises when due, and shall, upon written request, furnish to trustee or to holder 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. **Holdings:** shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from medicament's or other means or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be incurred by a lessor or charge on the premises superior to the lien hereof; (4) complete within a reasonable time any alterations or additions now or at any time in process of erection upon said premises; (5) comply with all requirements of law or building or zoning 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.

THE PURCHASER 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 Law of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

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Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

-86-278523

COOK COUNTY RECORDER
#1838 # 1D - 46 - 07/07/86 18:48:00
#1844 TRAN 0100 07/07/86 18:48:00
DEPT-01 RECORDING \$19.85

REC'D BY
CLERK'S OFFICE

