GEORGE E. COLE-LEGAL FORMS

(Monthly Payments including interest)

| THIS INDENTURE, | | August 15, | 19_87_, | € Dan | |
|--|--|--|--|--|--|
| | made | | | 97526mm | |
| between MOECI | i balik a itus | t as trustee, | 0/1/A | 87526779 | |
| dated 01-16- | 87 and known | as Trust No. | 4147 | | |
| & Not Person | nally | | | | |
| (NO. AN | ID STREET) | (CITY) | (STATE) | | |
| herein referred to as "l Burbank Stat | | | | | |
| | th Street, B | urbank, Illino | ois 60459 | | |
| herein referred to as " to the legal holder of a herewith, executed by note Martzagors promi | Frustee," witnesseth: principal promissory r Mortgagors, made pay ise to pay the principal | That Whereas Mortgag note, termed "Installing yable to be will dell I sum of **** Fift | ors are justly indebted ent Note," of even date ivered, in and by which by Thousand an | The Above Space For Recorder's Use Or Burbank State Bank d. 00/100ths**** | aly |
| Dollars, and interest fro | PDGWP'ENG(interest to | o be payable in installm | ents as follows: Month | ly and the outstanding principal | . XXXXXX X L_balan |
| | | | | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | |
| WXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | HICKELOV P SOCOC | 00000000000000000000000000000000000000 | CONTROL CONTROL CONTROL | OBDACCOOPEDDCCOECRACEDGCCOOCORPORATION OF THE CONTROL OF THE CONTR | (DOXXXX |
| \$6000600000000 CXX | nterest on the unneid of | ole on Cepical (4) | ll such payments on acco | unt of the indebtedness evidenced by said note to be app ; the powdon XY comboning plan | Died first |
| | | | | POCKECCOMPONEMENT and all such payment | |
| made navable at | Burbank State | Bank, 5440 i | 1. 87th St., B | urbank, IL. or at such other place as | the least |
| holder of the note may. | from time to time, in v | witing appoint, which r | ote further provides tha | t at the election of the legal holder thereof and without no ne at once due and payable, at the place of payment afor | tice, the |
| principal sum remainin case default shall occur and continue for three d expiration of said three protest. | g unpaid thereon, top in the payment, when lays in the performanc days, without notice) | e.aer with accrued intel due, of any installment to of a ty of her, agreement, and that "A parties the | rest thereon, shall becom of principal or interest in nt contained in this Trust ereto severally waive pro | ne at once due and payable, at the place of payment afor accordance with the terms thereof or in case default sh Deed (in which event election may be made at any time esentment for payment, notice of dishonor, protest and | resaid, in all occur after the notice of |
| NOW THEREFOR | ind of this Trust Deed. | and the performance of | f the covenants and agree | est in accordance with the terms, provisions and limitatio ments herein contained, by the Mortgagors to be perfort | ned and |
| ilso in consideration of | the sum of One Doll | lar in hand paid, the i | ceipt whereof is hereby | acknowledged, Mortgagors by these presents CONVE at Estate and all of their estate, right, title and interest | YAND |
| WARKANI unto the | in the City C | of Palos Heicr | tollowing described Ke | at Estate and all of their estate, right, title and interest of Cook AND STATE OF ILLINOIS | merein, |
| atuate, iyung and being | in the | | 19 2, C.OUNT1 C | ANDSTATEOFILLINOIS | 1, 10 WII: |
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| SEE ATTACHED | FOR LEGAL | | () | 8750cmma | |
| *9.25% per ani | nımı and at th | e variable ra | te thereafter | of 1.00% per annum above the Pr | ima sai |
| of the trustee | e, such rate | to be changed | on the day or | r days said prime rate is change | d and w |
| | | | e of from te | annum above said prime rate. | |
| which, with the propert | y hereinafter describe | d, is referred to herein | as the "premises," | c annum above said prime rate. | |
| Permanent Real Estate | y hereinafter describe Index Number(s): | d, is referred to herein 23–36–303–125 | as the "premises," | Ž | |
| Permanent Real Estate Address(es) of Real Est | y heroinafter describe Index Number(s): ate:13318_Oak | d, is referred to herein 23–36–303–125 Hills Parkwa | as the "premises." The sy, Palos Heigh | ths, JL, 60463 | |
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- 9-16-87 SEE RIDER ATTACHED HERETO AND MADE A PART OF TRUST DEED DATED 9-16-87

 THE FOLLOWING ARE THE COVE AND S. CONDITION: AND PROVISIONS EFFERED TO ON FAGE 1 (THE REVERSE SEDE OF THIS TRUST DEED) AND WHICH TRUM A FAIT OF THE PROT DEED WHICH THERE JEGINS:

 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 favor of the United States or other liens or claims for lien not expressly subordinated 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. previously consented to in writing by the Trustee or holders of the note.
- 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 hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors 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 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 reasonable automeys 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 are with interest thereon at the rate of 60% per cent per annum. 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, 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. Mortgagors shall pay act item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of an principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case ocias in shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby so ared shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee 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 (eb. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditure 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, oxidays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended riter entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and sin illar 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 of the 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. In addition all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and important of the premises of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and important of the interest thereon at the rate of allee per cent per annum, when paid or incurred by Trustee or holders of the note in connection vith a vany action, suit or proceeding, including but not limited to probate and bankrustery proceedings, to which either of them shall be a party, either as paragraph mentioned shall become end of this Trust Deed or any indebtedness hereby proceedings, to which either of them shall be a party, either as paragraph mentioned shall become need, or (e) preparations for the commencement of any suit for
- 8. The proceeds of any foreclosure sale of the premises shall be ust totted 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 hereby secured, with interest thereon as herein provided; third, all principal and interest remaining w.pr id; 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 complaint to foreclose this Trust Dred, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, w thout notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the time 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 for redemption, whether there be redemption or not, as well as during any further thanks when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which have be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or any 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, 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 of this Trust Deed 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.
- 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 .c., ny 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 maturity 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 shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, Worth Bank & Trust Cos shall be first Successor in Trust and in the event of his or its death, 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 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 Deed.

| COST DEED IS FILED FOR RECORD. | Trustee |
|--|--|
| OULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE | |
| OR THE PROTECTION OF BOTH THE BORROWER AND NOTE SECURED BY THIS TRUST DEED | BURBANK STATE BANK |
| OR THE PROTECTION OF BOTH THE BORROWER AND | identified herewith under Identification No. 1138 |
| IMPORTANT | _ |
| | The Installment Note mentioned in the within Trust Deed has been |

13.00

THEREIN.

ATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED DECLARATION OF CONDOMINIUM OWNERSHIP AND COMMUNITY DECLAR-SORS AND ASSIGNS, THE RICHTS AND EASEMENTS SET FURTH IN SAID DECLARATION"), AND GRANTOR RESERVES TO ITSELF, ITS SUCCES-AS DOCUMENT 236844698 (HEREINAFTER REFERRED TO AS "COMMUNITY THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, HIFTE COUNTRY CLUB VILLAGE COMMUNITY ASSOCIATION RECORDED IN DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENAUS FOR OAK OF CONDOMINIUM OWNERSHIP AFORESAID AND IN THAT CERTAIN BENEFIT OF SAID PROPERTY SET FORTH LOTH IN THE DECLARATION DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOWE GRANTOR ALSO HEREBY GRANTS TO GRANTEE, ITS SUCCESSORS AND

28 SEP 87 9 :

COUNTY, ILLINOIS. FRAFFICE FOR INGRESS AND ECRESS, IN COOK YE DOCUMENT 16, 1987 AND KNOWN AS TRUST NUMBER 4147, RECORDED FEBRUARY 19, 1987 OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY TION COMPANY TO WORTH BANK AND TRUST COMPANY, A CORPORATION UMENT 23684698 AND CREATED BY DEED FROM BURNSIDE CONSTRUC-CONSTRUCTION COMPANY AND RECORDED OCTOBER 25, 1976 AS DOC-EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL I AS

74094d

COUNTY, ILLINOIS

MADIAIDED BERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK RECORDED AS DOCUMENT 8604455 AS AMENDED, TOGETHER WITH ITS BY BURNSIDE CONSTRUCTION COMPANY, A CORPORATION OF ILLINOIS, EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS WEST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 12 EAST OF OVK HIFTS COUNTRY CLUB VILLAGE SUBDIVISIONS IN THE SOUTH ON A SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN BURNSIDE'S UNIT NUMBER 13318 IN OAK HILLS CONDOMINIUM VAS DELINEATED

PARCELIS

UNOFFICIAL COPY

created, in the manner herein and in said principal nating provided. conveyed for the payment thereof, by the enforcement of the lien hereby indebtedness accruing hereunder shall look soleig to the premises hereby holders of said principal and interest notes and the owner or owners of any said Worth Bank and Trust personally are contained, the legal holder or security hereunder, and that so far as the mirtgagor and its successor and by seld mortgages and by every person now or hereafter claiming any right or or implied herein contained, all such lisbility, if any being expressly waived any indebtedness accruing hereunder, or to perform any covenant either express to pay the said principal notes or any interest that may accrue thereon, or eny limbality on the said mortgagor or on said Worth Bank and Trust personally and principal or interest notes contained shall be construed as creating instrument) and it is expressly understood and agreed that nothing herein or warrants that it possesser full power and suthority to execute this and vested in it as anot Trustee (and said Worth Bank and Trust hereby Trustes as aforestar in the exercise of the power and authority conferred upon This marging to executed by the North Bank and Trust not personally but as TRUST DEED 9-16-87 RIDER ATTACHED HERETO AND MADE A PART OF TRUST DEED DATED 9-16-87