(Monthly Payments Including Interest)

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THE INTERPTION	ade September 1 19 87			
	ARDSMA and JOLENE AARDSMA, his wife,			
`	ark Avenue,			
herein referred to as "M	STREET) (CITY) (STATE) ortgagots, and	40		
LESTER VAN	DEURSEN	00		
505 East 162nd	STREET, South Holland, IL 60473	a diame		
1 2 6 1		The Above Space For Recorder's Use Only		
herewith, executed by M note Mortgagors promis	rustee, withous and whereas who had as a substitution in the interpretation of the substitution of the sub	AND NO/100(\$38,000)		
Dollars, and interest fr a	date on the balance of principal ren	naining from time to time unpaid at the rate of LQ per cent		
Dollarson theLS t	alsy a and interest to be payable in installments as follows: THREE day of September 1987, and THREE HUNDRED	SIXTY SIX AND /Z/100======Dollaryon	īre	
the 1st day of e	ach and overy month thereafter until said note is fully paid, except to the case of the ca	hat the final payment of principal and interest, it not sooner paid,		
shall be due on theLs to accrued and unpaid in	terest on the dividid principal balance and the remainder to principal	the portion of each of said installments constituting principal, to		
the extent not paid wher	ndue, to bear in ere cafter the date for payment thereof, at the rat sidence of Lister Van Deursen	e of per cent per annum, and all such payments being or at such other place as the legal		
holder of the note may, f	sidence of Laster Van Deursen from time to time, in Sang appoint, which note further provides tha unpaid thereon, together with accrued interest thereon, shall becon	t at the election of the legal holder thereof and without notice, the me at once due and payable, at the place of payment aforesaid, in		
case default shall occur it	t the payment, when due, of a systematic of principal of interest in	t Deed (in which event election may be made at any time after the		
expiration of said three contest.	lays, without notice), and that all parties thereto severally waive pr	esentment for payment, notice of distionor, protest and notice of		
- above mantioned note an	E, to secure the payment of the scid principal sum of money and intend of this Trust Deed, and the performance of the covenants and agree	ements herein contained, by the Mortgagors to be performed, and		
also in consideration of t WARRANT unto the Ti	the sum of One Dollar in hand paid, the receipt whereof is hereby rustee, its or his successors and assigns, the following described Re	racknowledged, Mortgagors by these presents CONVET AND ral Estate and all of their estate, right, title and interest therein.		
	the Village of South Holland COUNTY C	OF AND STATE OF ILLINOIS, to wit:		
		•		
•				
		\		
•	40	X		
which, with the property	hereinafter described, is referred to herein as the "premises,"			
	Index Number(s): 29-15-108-011 DBO	11		
	ne: 15732 South Park Avenue, South Hol	land, 711inois 60473		
TOCETHER with a	all improvements, tenements, ensements, and annurtenances thereto	helonging, and all rents, issues and profits thereof for so long and		
during all such times as N	dortgagors may be entitled thereto (which rents, issues and profits a trees, apparatus, equipment or articles now or hereafter therein or the	are pledged primaryly and on a parity with said real estate and not bereon used to such y heat, eas, water, light, nower, refrigeration		
and air conditioning (whawnings, storm doors an	ether single units or centrally controlled), and ventilation, includi d windows, floor coverings, inador beds, stoves and water heaters.	ing (without restricting the foregoing), screens, window shades. All of the foregoing are declared and agreed to be a part of the		
mortgaged premises whe articles hereafter placed a	ther physically attached thereto or not, and it is agreed that all buildi in the premises by Mortgagors or their successors or assigns shall be	part of the mortgaged premises.		
herein set forth, free fror	O HOLD the premises unto the said Trustee, its or his successors an mall rights and benefits under and by virtue of the Homestead Exen	d assigns, forever, for the purpos is and upon the uses and trusts aption Laws of the State of Hamos, which said rights and benefits		
The name of a record ow	pressly release and waive. ner is: Bruce Aardsma and Jolene Aardsma,	his wife		
This Toront Daniel own	vists of two pages. The covenants, conditions and provisions appearing hereby are made a part hereof the same as though they were here	no an agge 2 (the reverse side of this Trust Deed) are incorporated.		
successors and assigns.	ad seals of Managagors the day and year hast above written.		,	
5).51.65	X Owe Talma (Scal)	X Goline (lardsone (Seal)	•	
PLEASE PRINT OR	Bruce Aardsma	Jolene Aardsma	Č	
TYPE NAME(S) BELOW SIGNATURE(S)	(Seat)	(Seaf)	Ě	
			ű	
State of Illinois, County	of	I, the undersigned, a Notary Public in and for said County CE AARDSMA and JOLENE AARDSMA, his	J	
**********	wife			
MPRESS SEAL HERE	SEAL personally known to the to be the same person D. whose name D. sabethed to the totegoing instrument,			
nunc	their free and voluntary act, for the uses and pu	rposes therein set forth, including the release and waiver of the		
Given under my hand and	right of homestead.	roember 19 87		
Commission expires 2	Mares 16 1990	Pat Polaskey Notary Public		
This instrument was prepared by John M. Van Der Aa, 16230 Louis Avenue, South Holland, IL 60473 (NAME AND ADDRESS)				
Mail this instrument to	John M. Van Der Aa, 16230 Louis Avenu			
	South Holland (CITY)	IL 60473 (STATE) (ZIP CODE)		
OR RECORDER'S OFF	псевох но ВОХ 333 - GG			

- THE FOLLOWING ARE THE COVEN NTS CONDITIONS AND PROVISIONS REFERENT TO ON PAGE 1 (I'HE REVERSE SIDE OF THIS TRUST DEED) AND WHICH TOFM A PART OF THE TRUST LEED (WHICH THE PAGENS:

 1. Mortgagors shall (1) keep and premises m good condition and repair, minour asite, 2) promptly repair, restore, or rebuild afry, 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 llens 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 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. 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 protect, 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 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 the rate of nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruir 4 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, streement or estimate produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valicity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the 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 decourt shall occur and continue for three days in the performance of any other agreement of the Mortgagors
- 7. When the indebtedness hereby sectified 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 debt. 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, outhys 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 deta 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 immediately due and payable, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection wir of any action, suit or proceedings, including but not limited to problate and bank ruptcy proceedings, to which either of them shall be a party, either as plain affect the order after accrual of such right to foreclose whether or not actually commenced; or (b) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or rest 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 indebted as additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining in aid; 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 Dec., 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, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the their 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 tents issues and profits of said premises during the pendency of such foreclosure suit and, in case of the sale and a deficiency, during the full statutory period for 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 whit in any be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of vide 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 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 time, 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 his own gross negligence or misconduct or that of the agents or employees of Trustee, and he has 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 endence 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. Shirley Van Deursen 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.

	The Installment Note mentioned in the within	Trust Deed has been
NARTANT.		

IMPORTANT	
OR THE PROTECTION OF BOTH THE BORROWER AND ENDER, THE NOTE SECURED BY THIS TRUST DEED	identified herewith under Identification No
HOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE	
RUST DEED IS FILED FOR RECORD.	Trustne

UNOFFICIAL COPY

D 1000 131 That part of Lot 1 in De Jong's Subdivision of part of Lot 15 in Roel Van Vuuren's Subdivision of a part of the North West quarter of Section with part of the South West quarter of said Section 15, in Book 17 of 15, Township 36 North, Range 14 East of the Third Frincipal Meridian Beginning at a point 316.8 feet more or less North of center of said plats, page 15 described as follows:

thence West 211.2 feet, thence South by the common except that of said Lot 14, thence East to the point of beginning, except that part thereof taken for street, in Cook County, Illinois 87631899 Section 15 (this point being identical with the North East corner of Lot 14 in Van Vuuren's Subdivision aforesaid, thence North 50 feet,

This property is not homestead property. Clarkson