

UNOFFICIAL COPY 87658013

This Indenture, Made this 7th day of December A.D. 19 87 between James F. Mommsen and Gwendolyn Mommsen, his wife f/k/a Gwendolyn Heseltine

of the Village of Orland Park in the County of Cook in the State of Illinois, party of the first part, and Southwest Financial Bank of Orland Park of the County of Cook and State of Illinois, as trustee, party of the second part.

WITNESSETH: THAT WHEREAS, the said James F. Mommsen and Gwendolyn Mommsen, his wife f/k/a Gwendolyn Heseltine

grantors herein are justly indebted upon one principal promissory note bearing even date herewith, payable to bearer THE PRINCIPAL SUM OF THIRTY FIVE THOUSAND AND 00/100 TO REPAID IN TWO YEARS AT THE RATE OF 9.75%, INTEREST PAYMENTS MONTHLY. This Trust Deed shall secure any and all renewals, or extensions of the whole or any part of the indebtedness hereby secured, however evidenced, with interest as may be agreed upon and any such renewals, or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this Trust Deed nor release the Borrower from personal liability for the indebtedness hereby secured.

Now therefore, the said party of the first part for the purpose of securing the payment of said principal sum of money and said interest, and all future advances, whether obligatory or discretionary, together with interest thereon, pursuant to the terms hereof, according to the true intent and meaning of said note and of all notes evidencing such future advances, and for the purpose of securing the faithful performance of the covenants and agreements herein contained, and also in consideration of the sum of one dollar (\$1.00) in hand paid, do by these presents convey and warrant unto the said party of the second part the following described real estate, with the improvements thereon and all lifting, heating, lighting and plumbing apparatus and other machinery and fixtures now, or that may hereafter be attached to or form a part of said premises, and everything appurtenant thereto, together with the rents, issues and profits thereon, which are hereby absolutely assigned, set over and transferred unto second party whether now due or which may hereafter become due under or by virtue of any verbal or written lease or occupancy agreement, said real estate being situated in the County of in the State of Illinois, to-wit:

Lot One Hundred Fifty (150) in C.J. Mehling's Maycliff Silver Lake Estates Unit Number Five (5) a subdivision of the West Ninety (W90) acres of the Northwest One Hundred Twenty (NW120) acres of the Northwest Quarter (NW1/4) of Section Eleven (11), Township Thirty Six (36) North, Range Twelve (12), East of the Third Principal Meridian, in Cook County, Illinois.

27-11-109-011-0000-A11 DEO

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

TO HAVE AND TO HOLD the above described premises, with the appurtenances and fixtures unto the said party of the second part and its successors and assigns forever, for the uses and purposes and upon the trusts herein set forth and for the equal security of said principal and interest without preference or priority by means of priority of time of maturity thereof.

It is understood that at any time before the cancellation and release of this trust deed, said note, and all notes evidencing future advances, including the terms of repayment thereof, may from time to time be modified or amended in writing thereon by the parties liable thereon and the holder thereof to include any future advance or advances for any purpose made by the holder, at its option, to or for said parties liable thereon. Grantors covenant and agree that this trust deed secures any and all such future advance or advances, together with the specified interest thereon, as well as the hereinbefore described principal and interest now evidenced by said note. The term 'note' as used in this Trust Deed includes the principal promissory note described above, as so modified or amended, if the same be so modified or amended, and any and all notes evidencing any future advances from holder hereof to Debtors herein, whether such advances are obligatory upon holder or merely discretionary; and nothing contained herein shall be considered as limiting the interest which may be secured hereby or the amount or amounts that shall be secured herein when advanced to protect the security or otherwise.

And the said grantors covenant and agree as follows: To pay said indebtedness and the interest thereon as herein and in said note provided; to pay prior to the first day of June in each year, all taxes and assessments levied upon said premises; to commit or suffer no waste to said premises, to keep any and all buildings thereon in good repair but not to cause, suffer or permit, without first obtaining written permission or consent of said trustee, any remodeling or alteration of the building or buildings thereon or construction of any new improvement thereon; to keep all buildings at any time on said premises insured to the full insurable value thereof, and at least in the amount of the indebtedness secured hereby against loss by fire, lightning and those hazards covered by extended coverage endorsement, and such other hazards as the legal holder of said indebtedness may designate until said indebtedness is fully paid, and in case of foreclosure, until expiration of the period of redemption therefrom; to place and keep such insurance in companies to be approved by the legal holder of said indebtedness and to deliver to said legal holder the said insurance policies, with the usual mortgage or trustee clause attached thereto, making all loss, if any, thereunder payable to said Trustee, as his interest may appear; not to suffer or permit: (1) any liens of mechanics or material men or other claim to attach to said premises; (2) any nuisance to exist on said property; (3) any unlawful use of same; or, (4) without written consent of the trustee, (a) any use of said property for a purpose other than that for which the same is now used, or (b) any purchase upon conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment placed in or upon any building or improvement upon said property. And in the event of the failure of said grantors so to pay said taxes and assessments, or to keep said buildings insured as aforesaid, or to keep said premises free from any such liens of mechanics or material men, the holder of said indebtedness may pay such taxes or assessments, or discharge, or purchase any tax lien or title affecting said premises, or may procure such insurance, or settle any lien of any mechanic or material men or other claims attached to said property, and all moneys so paid and any other moneys disbursed by the legal holder of said indebtedness to protect the lien hereof with interest thereon at the highest rate for which it is now in such case lawful

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to contract, from the date of payment shall be so much additional indebtedness secured hereby; and it shall not be obligatory upon the holder of said indebtedness to incur or to pay any such tax liens or titles, taxes or special assessments or sales therefor, or into the validity of any lien of mechanics or material men, or of other claims attaching to said property, in advancing moneys in that behalf as above authorized.

IN CASE OF DEFAULT in the payment of principal, interest or any other installment thereof provided in said note, and, notwithstanding any provisions in said note to the contrary, in the event of a breach of or failure to perform any of the covenants and agreements contained in this trust deed, or if proceedings are instituted to enforce any other lien or charge upon any of said real estate, or for partition thereof, or upon the filing of a proceeding in bankruptcy by or against any one or more of the mortgagors, or if any one or more of the mortgagors shall make an assignment for the benefit of his creditors or if said property shall be placed under control of or in custody of any court, or if there is any voluntary or involuntary change whatsoever in the legal, equitable, or contractual ownership of the property described herein, then and in any such event the whole of said indebtedness shall, at the option of the legal holder thereof, without notice become immediately due and payable and shall be recoverable by foreclosure hereof or by suit at law, or both, in like manner as if all of said indebtedness has then matured by lapse of time.

IT IS FURTHER AGREED by the grantors that in case a right of foreclosure or other right of procedure shall arise hereunder, the legal holder of said principal note or if any part thereof, or the said trustee for the benefit of such holder, shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as they may deem necessary; that all reasonable expenses and disbursements, paid or incurred in behalf of the complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of furnishing a Guarantee Title Insurance Policy (in the amount of the foreclosure sale price) or complete abstract to said premises, shall be paid by the grantors; that the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee, or any holder of any part of said indebtedness, as such may be a party, shall also be paid by the grantors; that such fees, expenses and disbursements shall be an additional lien and charge upon said premises secured by this deed, may be taxed as costs and shall be included in any decree or order that may be rendered in such proceedings, and that such proceedings shall not be dismissed, nor shall any order for the sale of said premises be entered unless the same shall provide for the payment of said fees out of the proceeds thereof, nor shall a release be given, until all such fees, expenses and disbursements, and the costs of such suit have been paid.

The grantors waive all right to the possession of, and income from said premises pending foreclosure of this trust deed and pending any other action relating to said premises wherein said trustee or said holder shall be a party, and until the period of redemption, if any, from any sale therein shall expire, whether there be redemption from such sale or not, and grantors agree that upon the filing of any bill to foreclose this trust deed or upon the commencement of any such action, the court in which such bill is filed or such action is commenced may at once and without notice to the said grantors or any party claiming under said grantors, and regardless of whether said premises or any part thereof are then or at any time occupied as a homestead, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premise, during the pendency of such foreclosure suit or other action, and until the time to redeem the same from any sale thereunder shall expire; and such rents, issues and profits, including those collected during such period of redemption, may be applied toward the payment of the indebtedness secured hereby, costs, taxes, insurance and other items necessary for the protection and preservation of said property.

It is further agreed that if holder herein and/or any principal debtor under the note or notes secured hereby is a corporation, said corporation does hereby relinquish and waive all right of redemption from sale under any order or decree of foreclosure pursuant to and to the fullest extent possible under Illinois Revised Statutes, Chapter 77, Section 18a, and under any and all other Laws of the State of Illinois or any other governmental agency having jurisdiction over the matters contained in this Trust Deed.

In the event of the refusal, resignation or inability of the grantee to act as trustee, the then Recorder of Deeds of said County is hereby appointed to be second successor in this trust.

When all the aforesaid covenants and agreements have been fully performed, the said Trustee shall release said premises to the party entitled to receive the same, on receiving his reasonable charges therefor.

WITNESS the hands and seals of the grantors this _____ day of _____ A.D. 19_____

James F. Mommsen (SEAL)
Gwendolyn Mommsen (SEAL)

STATE OF ILLINOIS
COUNTY OF Cook

I, the undersigned DEC-14-87 Notary Public in and for Cook County in the State of Illinois

DO HEREBY CERTIFY that James F. Mommsen and Gwendolyn, his wife

personally known to me to be the same person 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 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 7 day of December A.D. 19 87

Notary Public
My commission expires Sept. 23, 1988

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12.00

Form with fields for Fee, MAIL TO:, Recorder of Deeds, STATE OF ILLINOIS, County of, No., Date, Loan No., Trust No., TO, 87658013, Trustee, \$/200

TRUST DEED