

UNOFFICIAL COPY
This Indenture Made February 10 19 87 between State Bank of Countryside,
an Illinois Corporation, as trustee under trust agreement dated December 22, 1983 and
known as trust no.019, and not personally

herein referred to as "Mortgagors," and

STATE BANK OF COUNTRYSIDE

87111125

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

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
Five Hundred 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 monthly

on the balance of principal remaining from time to time unpaid at the rate of 10.00 per cent per annum in instalments

as follows: \$6,607.55 Dollars on the 20th day of March 19 87 and \$6,607.55 Dollars on the 20th

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 20th day of February 19 97. 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, situation lying and being in the

 , COUNTY OF Cook AND STATE OF ILLINOIS, to wit:
Lots 2, 3 and 4 in Block 16 in Robert Bartlett's Homestead Development No. 1, a subdivision of the North 1/2 of the Southwest 1/4 of Section 30, Township 37 North, Range 13 East of the Third Principal Meridian, and of Lot 8 (except the West 10 acres) and of the North 2 1/2 of the West 10 acres of said Lot 8 in Circuit Court Partition of the Southwest 1/4 of Section 30, aforesaid, in Cook County, Illinois.

24-30-308-002 lot 2
24-30-308-003 lot 3
24-30-308-004 lot 4
TP
E B D

which, with the property hereinafter described, is referred to herein as the "premises."

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

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.

This instrument was prepared by M. B. [unclear]
State Bank of Countryside, Inc. 6724 Joliet Rd.
Countryside, Illinois 60525
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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 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 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.

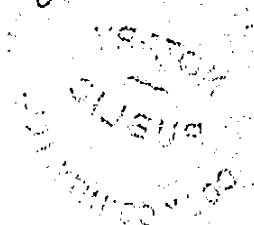
WITNESS the hand and seal of Mortgagors the day and year first above written.

State Bank of Countryside, as Trustee, dated 12/22/83 a/k/a trust no. 019 and not personally by: [Signature] (SEAL.)

(SEAL.) Attest: [Signature] (SEAL.)

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

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commenced.

foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the de- reason of this trust deed or any indebtedness hereby secured; or (b) preparation for the commencement of any suit for the probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by permitted by law, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including much additional indebtedness secured hereby and payable, with interest thereon at the maximum rate title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to the decree) or procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or

default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained. (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable terms hereof. At the option of the holders of the note, and without notice to Mortgagee, all unpaid indebtedness secured by 6. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the

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. 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

Mortgagee. shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of without notice and with interest thereon at the maximum rate permitted by law. Inaction of Trustee or holders of the note ized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein autho- with, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection there- other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or hereinbefore required of Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial 4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act

shall deliver renewal policies not less than ten days prior to the respective dates of expiration. deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient 3. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or

protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest. Trustee or to holders of the note duplicate receipts hereof. To prevent default hereunder Mortgagee shall pay in full under charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to 2. Mortgagee shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water

as required by law or municipal ordinance. municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any ness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebted- which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free 1. Mortgagee shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

the use and trust 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 Mortgagee do hereby expressly release and waive.

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