

7049762 (0.12%)
State Bank of Countryside prime rate, floating plus one and one half (1.5%) percent

This Indenture **UNOFFICIAL COPY**

LANDERS, his wife as joint tenants to an undivided 1/2 interest and MICHAEL TALTY and KATHY TALTY, his wife as joint tenants to an undivided 1/2 interest; herein referred to as "Mortgagors," and undivided 1/2 interest;

STATE BANK OF COUNTRYSIDE

14⁰⁰

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 FIFTY (\$50,000.00) 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 _____ percent per annum in installments

as follows Int. only Dollars on the 1st day of May, 1987 and Int. only Dollars on the 1st

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 1st day of April, 1988. All such payments in 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 installment 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 grantors 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 hereon 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, 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 18, 19, 20 and 21 in Block 5 in Mitchell's Addition to Clarkdale, a Subdivision of the North 1/2 of the South East 1/4 of Section 35, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 19-35-404-003-0000 Lot 21
19-35-404-004-0000 11 20
19-35-404-005-0000 11 19
19-35-404-006-0000 11 18 K

3541-55 S. 83rd place

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

TOGETHER with all improvements, ornaments, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof from time to time and during all such times as Mortgagors may be entitled thereto (whether or not pledged proceeds of such property with the real estate and fixtures, and all apparatus, equipment, and contents of and hereafter placed on, in, over, under, or about the premises, including water, sewer, telephone, gas, electric, and other utility lines, and all centrally controlled, and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, madir beds, wash pipes, 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.

S. J. J. 7/1
6724 Joliet Road
Countryside, Ill. 60525
871 799 799

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Box _____

TRUST DEED
For Instalment Note

To
STATE BANK OF COUNTRYSIDE
Trustee

PROPERTY ADDRESS

1987 APR -6 PM 12:04

STATE BANK OF COUNTRYSIDE
6724 Joliet Road
Countryside, Illinois 60525

62262128

Property of Cook County Clerk's Office

BOX 333 - TH

Prepared By:
AFTER RECORDING
MAIL THIS INSTRUMENT TO

NAME State Bank of Countryside

ADDRESS 6724 Joliet Road

CITY Countryside, IL 60525

DATE 3/23/87 INITIALS SJ

IMPORTANT
For 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.

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

STATE BANK OF COUNTRYSIDE

VICE PRESIDENT
ASSISTANT VICE PRESIDENT
LEAH HERRING

By

STATE OF ILLINOIS,
County of COOK

I, _____ the undersigned
ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO
HEREBY CERTIFY THAT JOHN LANDERS and BRENDA LANDERS, his wife
and MICHAEL TALTY and KATHY TALTY, his wife,

who are personally known to me to be the same persons whose names are
subscribed to the foregoing Instrument, appeared before me this day in person
and acknowledged that they signed, sealed and delivered the said Instru-
ment 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 _____ 25th
day of _____ March, A. D. 1987

Notary Public.

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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, with or 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 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 interpreting same in an action at law upon the note hereby secured.

11. Trustee of 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 representative 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, in which certificate is contained 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.

JOHN LANDERS (SEAL.)

BRENDA LANDERS (SEAL.)

MICHAEL TALTY (SEAL.)

KATHY TALTY (SEAL.)

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TO HAVE AND TO HOLD the premises unto the said Trustee, its 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 Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT

1. Mortgagors 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 mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, to make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer and fire charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders 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.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or wind storm under policies providing for payment by the insurance companies of moneys sufficient 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 such 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 thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder 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 thereon, 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 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 maximum rate permitted by law. 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 thereon.

6. Mortgagors 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 of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment 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 Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures 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, appraisers' fees, court costs, disbursements, and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or procuring all such assets of the estate, the searches and examinations, guarantees, policies, foreclosures, certificates, and similar data and assurances with respect to the Trustee or holders of the note to be reasonably necessary, either to procure such surety or to 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. All expenditures and expenses of the nature mentioned in this paragraph shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the maximum rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, defendant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) preparation for the commencement of any suit for the foreclosure hereof after maturity of the note or to enforce whether or not actually commenced, or (c) preparations for the defence of any threatened suit or to enforce the premises, or the security hereof, whether or not actually

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