

TRUST DEED

(INDIVIDUAL)

UNOFFICIAL COPY

87329671

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made June 5, 19 87, between

CHARLES J. WOLENTER AND MARIETTA A. WOLENTER, HIS WIFE

FIRST NATIONAL BANK OF BLUE ISLAND

a Corporation, duly organized and existing under the laws of the United States, and qualified to do a trust business under and by virtue of the laws of the State of Illinois, doing business in Blue Island 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

--- EIGHTY FIVE THOUSAND AND 00/100 (\$85,000.00) --- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from the date thereof on the balance of principal remaining from time to time unpaid at the rate of 8.50% per cent per annum in instalments as follows: EIGHT HUNDRED THIRTY EIGHT AND 00/100 (\$838.00)

Dollars on the 15th day of July, 1987, and EIGHT HUNDRED THIRTY EIGHT AND 00/100 (\$838.00)

Dollars on the 15th day of each 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 15th day of June, 2002

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 rate of per cent per annum, and all of said principal and interest being made payable at the offices of the First National Bank of Blue Island, in Blue Island, Illinois, or at such place as the Holders of the Note may, from time to time, appoint in writing.

NOW, THEREFORE, the Mortgagors do hereby agree to 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 carrying out 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, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Orland Park, COUNTY OF Cook AND STATE OF ILLINOIS

Lot 6 in Orland Square Village, Unit Number 6, being a subdivision of part of Section 15, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 27-15-208-021

DEPT-01 RECORDING \$12.00
T#4444 TRAN 0335 06/17/87 09:12:00
#4397 # 12 \*---87---87329671
COOK COUNTY RECORDER

-87-829671

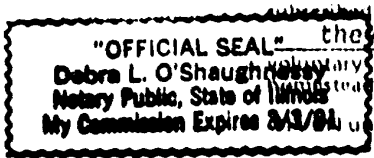
which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging and all rents, issues and profits thereof for to long and during all such times as Mortgagors may be entitled thereto, shall be pledged primarily and on parity with said real estate and not secondarily, and all apparatus, equipment or articles now or hereafter thereof 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, major 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 such 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.

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.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written. Charles J. Wolenter (SEAL) Marietta A. Wolenter (SEAL)

STATE OF ILLINOIS, I, the Undersigned a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Charles J. Wolenter and Marietta A. Wolenter, his wife COUNTY OF COOK who are personally known to me to be the same person(s) whose name are



to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of redemption under my hand and Notary Seal this 5th day of June, A.D. 19 87.

THIS DOCUMENT PREPARED BY: Annie R. Cross FIRST NATIONAL BANK OF BLUE ISLAND 1305/ S. WESTERN AVENUE BLUE ISLAND, ILLINOIS 60406

12.00 MAIL

1143738 (2) all 87329671

COOK COUNTY Clerk's Office

87329671

# UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

1. Mortgagors shall (1) promptly repair, restore or rebuild any building or structure on the premises which may become dilapidated or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from such buildings or other structures which may be erected hereafter subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a loan or charge on the premises so made to the lien hereof; and upon request exhibit satisfactory evidence of the discharge of such indebtedness 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; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall be liable for the payment of all general real estate taxes and shall deposit or cause to be deposited with the Trustee named in this Trust Deed or with the legal holder of the note referred to herein on the due date of each and every month during the term of said loan a sum equal to one twelfth of the estimated general real estate taxes next accruing against said premises computed on the amount of the tax as ascertainable real estate taxes, Mortgagors shall pay special taxes, special assessment water charges, sewer charges and other charges against the premises when due and shall upon written request furnish to Trustee or to holders of the note referred to herein duplicate receipts therefor.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the tender is required by law to have its own separate under policies insuring for payment by the insurance company of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, and in any event 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 to Trustee, upon request, all such policies and renewal policies, to holders of the note and in case of insurance about to expire, shall deliver renewal policies not less than 60 days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note may and need not make any payment or perform any act hereinafter required of Mortgagors in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest or of any other amount, if any, and purchase and charge compromise or settle any tax, lien or other debt or liability or claims, or defend any suit or cause of action 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, shall be added to the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which an action hereon is taken, and shall be so much additional indebtedness secured hereby and shall become immediately due and payable in full at the option of the holders of the note at the rate of **8.50%** percent per annum, fraction of Trustee or holders of the note shall never be considered as a charge 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 deliver and bring into any bill, statement or estimate procured from the appropriate public officers 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 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 option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, in the event of any default in the note or in this Trust Deed, become due and payable immediately in the case of default, or as required by any agreement 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. Mortgagors shall not suffer or permit, without the written permission or consent of the Trustee or the holders of the note, to be sold, mortgaged, or otherwise obtained, a sale, assignment or transfer of the premises or any portion thereof or any interest therein. Neither the Trustee nor the holders shall in any way be obliged to give such consent should it be sought by the Mortgagors, or by anyone acting on behalf of the Mortgagors.

8. 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 order to foreclose the lien hereof, there shall be allowed and included as additional indebtedness on 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, outlay for documentary and other evidence, stenographers' charges, publication costs and costs which may be estimated as to likely to be expended after entry of the decree of foreclosure of such abstracts of title, title searches and examinations, guarantee policies, Tenders' certificates and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to preserve such land or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to the land at the time of the foreclosure. All expenses and expenses of the nature in this paragraph mentioned shall become a part of such additional indebtedness secured hereby and shall be payable, with interest thereon at the rate of **8.50%** percent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including profits and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

9. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, in payment of all costs and expenses incident to the foreclosure proceedings including all such taxes 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 surplus to Mortgagors, then their legal representatives or assigns, at their rights may appear.

10. 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 encumbered by a mortgage 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 of a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors consent 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 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, lien, 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.

11. 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.

12. 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.

13. Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall Trustee be obligated to see to the title, deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor is he 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, but it may incur indirect liability to a holder exercising any power herein given.

14. Trustee shall release this trust deed and the lien thereof by proper assignment 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, and in 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 assignment purporting to be executed by a grantor in the form and to the effect set forth in substance with the description herein contained of the note as if such certificate had been executed by the person herein designated as the grantor hereof, and where the release is requested of the original trustee and if that trustee shall not be available or any assignment, grant by or under the terms set forth herein, it may accept as the genuine note herein described any note which may be presented and which conforms in all respects with the description herein contained of the note and which purports to be executed by the person herein designated as maker hereof.

15. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of the county in which this trust deed shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereof shall have the identical title powers and authority as are herein given to Trustee and any Trustee or successor shall be entitled to reasonable compensation to be determined as herein provided.

16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons, to the signature of this Trust Deed, Mortgagors and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the debt secured by any part thereof, whether or not such persons shall have executed the note in this Trust Deed.

17. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect at the time the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed by it in connection with this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applied in to this trust deed.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. **1925**

FIRST NATIONAL BANK OF BLUE ISLAND, a Trustee  
by **R. T. Hardy**  
Assistant Secretary  
XXXXXXXXXXXXXXXXXX

**IMPORTANT**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

DELIVERY INSTRUCTIONS OR RECORDERS'S OFFICE BOX NUMBER

NAME **FIRST NATIONAL BANK OF BLUE ISLAND**  
STREET **13057 South Western Avenue**  
CITY **Blue Island, Ill. 60406**

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

**15430 Devonshire Lane**  
**Orland Park, Ill.**

87329671



JIAN GO SI