

UNOFFICIAL COPY

TRUST DEED

88402594

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT made August 19 19 88, between
Helen M. Daley, divorced and not since remarried
 of the City of Bridgeview County of Cook
 State of Illinois herein referred to as "Mortgagors", and Bridgeview Bank & Trust Company, Bridgeview, Illinois
 an Illinois corporation being business in Bridgeview, 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
Twenty thousand and no/100ths----- (\$20,000.00) 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 August 25, 1988
 on the balance of principal remaining from time to time unpaid at the rate of 10.50
 percent per annum in installments as follows:

Two hundred twenty one and 94/100ths----- DOLLARS
 (221.94 on the 5th day of October 19 88 and
Two hundred twenty one and 94/100ths----- DOLLARS
 (221.94 on the 5th day of each month

HEREAFTER until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due
 on the 5th day of September, 2003. 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 installment unless paid when due shall bear interest at the then highest rate permitted by law and all of said principal
 and interest being made payable to such banking house or trust company 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 Bridgeview Bank & Trust Company, Bridgeview, Illinois.

NOW, HEREBY the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms,
 provisions and intentions of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be per-
 formed, 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,
 to have and to hold unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein,

COUNTY OF Cook AND STATE OF ILLINOIS, to wit
Lot 10, Block 2, Bridgeview Minor Subdivision, a subdivision in the
West half of the South East quarter of Section 25,
Range 12, East of the Third Principal Meridian, Cook County, Illinois
 P.I.N. 18-25-409-010-0000

DEPT. OF RECORDING
 1705211 TRAM 8911h \$12.00
 09/02/88 11:28:00
 88-402594
 COOK COUNTY RECORDER

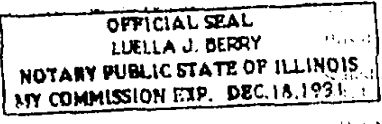
which with the property hereinafter described is referred to herein as the "premises"
 TOGETHER with all improvements, attachments, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits
 thereof for so long and during all such times as Mortgagors may be entitled 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 thereon, thereon used to supply heat, gas, air conditioning, water,
 or for power, water, water, electricity, such units or centrally controlled, and ventilation, thereon used to supply heat, gas, air conditioning, water,
 or for power, water, water, electricity, such units or centrally controlled, and ventilation, including (without restricting the foregoing), screens,
 window shades, air conditioning and ventilation systems, heat or heat pumps, awnings, roofs and water heaters. All of the foregoing are declared to be a
 part of said real estate and are to be physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed
 on or attached to the premises or their successors or assigns shall be considered as constituting a part of the real estate
 TO HAVE AND TO HOLD to the mortgagee or the said Trustee, its successors and assigns, to have, to the purpose, and upon the uses and to stay
 to secure the payment of the said Note and by virtue of the Homestead Law of the State of Illinois, which said rights and
 interests in the premises are hereby released and waived.

The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are
 hereby made a part hereof and shall be binding on the mortgagees, their heirs, successors and assigns.

WITNESSETH that the Mortgagors and said Trustee, its successors and assigns, on this 19th day and year first above written
 X Helen M. Daley (SEAL) _____ (SEAL)
 Helen M. Daley
 _____ (SEAL) _____ (SEAL)
 Luella J. Berry

STATE OF ILLINOIS
 I, Luella J. Berry, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Cook
Helen M. Daley, divorced and not since remarried

is personally known to me to be the same person whose name
 is subscribed to the foregoing Instrument, appeared before me
 she
 her



and delivered the said Instrument as if she were free and voluntary
 and for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
 GIVEN under my hand and Seal on this 19th day of August 1988
Luella J. Berry Notary Public

NAME	BRIDGEVIEW BANK AND TRUST COMPANY	FOR RECORDING INDEX PURPOSES
ADDRESS	7940 S. HARLEM AVENUE	INSERT STREET ADDRESS OF ABOVE
CITY	BRIDGEVIEW, ILLINOIS 60455	DESCRIBE PROPERTY HEREIN
		7545 S. Beloit Bridgeview, Il
		DOCUMENT PREPARED BY
		Peter E. Haleas, Attorney
		7940 S. Harlem Avenue
		Bridgeview, Il 60455

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THE COVENANTS AND PROVISIONS REFERRED TO ON THIS TRUST DEED ARE THE COVENANTS AND PROVISIONS OF THE ORIGINAL NOTE

1. Mortgages shall be promptly repaired, replaced or replaced by a building or improvements now or hereafter on the premises which may have been damaged, destroyed, or removed and premises in good condition and repair, without waste and free from mechanical or other liens or claims for lien or expressly subordinated lien hereof, shall 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 shall satisfactorily evidence the discharge of such prior lien or Trustee of the note, and complete within a reasonable time any building or buildings now or hereafter in process of erection upon said premises, in compliance with all requirements of law or municipal ordinances with respect to the premises and the use thereof, to make or make all alterations in said premises except as required by law or municipal ordinance.

2. Mortgages 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 furnished by Trustee to the holder of the note duplicate receipts therefor. In the event default hereunder, Mortgages shall pay in full under protest, in the manner prescribed by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm 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 insurances satisfactory to the holders of the note, other than insurances 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, including additional and renewal policies, to holders of the note, and in case of insurance shall to expire, shall deliver renewal policies not less than ten days prior to the expiration date 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 hereunder before default of Mortgages in any form and manner deemed expedient and may, but need not, make full or partial payment of principal or interest on prior indebtedness, if any, and purchase, exchange, compromise or settle any tax lien or other prior lien or title or claim thereof, or redemption from any tax sale or lease so much affecting said premises as to constitute an encumbrance. 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 then highest rate permitted by law. In action of Trustee or holders of the note shall never be considered as a waiver of any right or claim in them on account of any default hereunder on the part of Mortgages.

5. The Trustee or the holders of the note hereby making no 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 and into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgages shall pay each term 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 Mortgages, 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 at immediately in the case of default in making payment of any installment of principal or interest on the note, or in the event default shall occur and continue for three days in the performance of any other agreement of the Mortgages 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, appraiser's fees, outlays for documents and expenses of advertising, searches and examinations, publication of notices, which may be estimated as to items to be expended after entry of the decree of proceeding all such abstracts of title, title searches and examinations, guarantee policies, Torrens 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 protect such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title and the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall be so much additional indebtedness secured hereby and shall become immediately due and payable, with interest thereon at the then highest rate permitted by law, when paid or incurred by Trustee or holders of the note, and shall be a part of any proceeding, including public and non-public proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of the fact that any or any indebtedness hereby secured, or of all preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or of all preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not 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 herein constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on this note; fourth, any surplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill of foreclosure of 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 Mortgages 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 receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such suit and, in addition, to collect and a deficiency, during the full statutory period of redemption, whether in or out of redemption or not, as well as during any further time when Mortgages, 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 case 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 the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any 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 of the premises 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 in examining the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to execute any power herein given, unless expressly obligated by the terms hereof, nor be liable for any loss or omission hereunder, except in case of its own gross negligence or misconduct or that of its 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 satisfied 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 expired and a certificate of identification purporting to be executed by the persons herein designated as the makers thereof, 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 Title in which this instrument shall have been recorded or filed in case of the resignation, inability or refusal to act of Trustee, the then Recorder or Deeds of the county in which the premises are situated shall be 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 the reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the indebtedness secured by this trust deed, whether or not such persons shall have executed the note of this Trust Deed.

16. Without the prior written consent of the holder or holders of the note secured hereby, the Mortgagor or Mortgagors shall not convey or encumber title to the premises herein involved. The holder or holders of the note secured hereby may elect to accelerate the entire unpaid principal balance as provided in the note for breach of this covenant and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or encumbrance.

17. This Trust Deed shall secure... any future advances made by the Mortgagor, for any purpose, at any time before the release and cancellation of this mortgage, but at no time shall this mortgage secure advances on account of said original note and such additional advances in a sum in excess of **Twenty thousand and no/100ths** Dollars (s **20,000.00**), provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the mortgage.

18. The undersigned agree to pay to the Bridgeview Bank and Trust Company (Bank) on each monthly payment date an additional amount equal to one-twelfth (1/12th) of the annual taxes and assessments levied against the mortgaged premises, and one-twelfth (1/12th) of the annual premiums for insurance carried in connection with said premises, all as created by the Bank. As taxes and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the Bank is authorized to use such moneys for the purpose of paying such taxes or assessments, or renewing insurance policies or paying premiums thereon, and in the event such moneys are insufficient for such purpose the undersigned agree to pay the Bank the difference forthwith. It shall not be obligatory upon the Bank to inquire into the validity or accuracy of any of said items before making payment of the same and nothing herein contained shall be construed as requiring the Bank to advance other moneys for said purposes nor shall the bank incur any personal liability for anything it may do or omit to do hereunder.

19. A late charge on payments made more than 15 days after due date of the month due shall be charged at the maximum rate permissible by law.

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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

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. **815**
Bridgeview Bank & Trust Company, Bridgeview, Illinois, Trustee
By *James J. Baker*
VICE PRESIDENT

19350188