## NOFFICIAL GOPY 98491027

The Above Space For Recorder's Use Only THIS INDENTURE, made June 14, 1988, between John J. Halpin, Jr. and Christie E. Halpin, His Wife herein referred to as "Mortgagore", and Heritage Bremen Bank and Trust Company herein referred to as "Trustee", witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note", of even date herewith, executed by Mortgagors, made payable to Bearer and delivered, in and by which note Mortgagors promise to pay the principal sum of One Hundred Twenty Thousand Eight Hundred & No/100-Dollars, and interest from date hereon one standard the rate of the principal sum of the on the balance of principal remaining from time to time unpaid at the rate of per cent per annum, such principal sum and interest to be payable NKXXXXXXXXXXXXXXXXXXX , 19 887 all such payments on account of the indebtedness evidenced by said Note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate per cent per annum, and all such payments being made payable at Tinley Park, Illinoi, sor at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereof together with accordance with the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in the default shall occur and continue for three days in the performance of any other agreement contained in said from Deed (in which event election may be made at any time after the expiration of said three days, without notice) and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protect.

\*\* Floating 2% over Prine at Continental Illinois National Bank Balloon Payment of Accided Interest and Principal Balance Due NOW THEREFORE, to secure the present of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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. Mortgagors by this presents CONVEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and it of their estate, right, title and interest therein, situate, lying and being in the AND STATE OF ILLINOIS, to wit: , COUNTY OF COOK Lot 6 in Creekside Subdivision of an that part of Lot 12 in the Assessor's Division of Section 29 Lying Northerly of the Northerly Right-of-way of the Chicago Rock Island and Pacific Railway, all being in the Northwest 1/4 of Section 2905 Towns of The Range 12.

13, East of the Third Principal Meridian, in Cook County, Illings. 112.25 Permanent Tax No. 28-29-102-012, Volume 34. which, with the property hereinafter described, is referred to herein as the "primises."

TOGETHER with all improvements, tenements, easements, and appurt in does thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled hereto (which repts, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparetue, equipment or entitles now or hereafter therein or thereon used to supply heat, pas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, vindow shades, awnings, storm doors and windows, floor coverings, inadoor beds, stoves and water heaters, All of the foregoing are detaired and agreed to be a part of the nortgaged premises whether physically attached thereto or note and it is agreed that all buildings and additions and all circles or other apparatus, equipment or asticles have all or the premises by Mortgagors or their a crassors or assigns shall be part of the niort-gaged oremises. is the souldment of seticles hereafter piscod in the permises by arbitragular and selected and resilies.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and resigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virto, of the Homestead Exemption Laws of the State of Illinois, which said rights and henefits Mortgagors do hereby expressly release and swave:

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on the 2 (the reverse side of this Trust Deed) are incorporated herein by reference; and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successure and assigns.

Witness the hands and seals of Mortgagors the day, and year first abuse written.

[Seal]

Donn U. Hallolin.

[Seal] PRINT OR Ollices (Seal) Christie E. Halpin I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John J. Halpin, Jr. and Christie E. Halpin, His Wife personally known to me to be the same person, whose name S. AZA. subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that the Vine foregoing instrument appeared before me this day in person, and ackfree and voluntary act, for the uses and purposes therein set forth, including the release
and waiver of the right of honestead.

Commission expires.

This Document Prepared Difference in the present and purposes therein set forth including the release

This Document Prepared Difference and purposes therein set forth including the release This Document Prepared By Dolores Cooper for Whomes of Phonenty Heritage Bremen Bank and Trust Company 17500 S. Oak Park Avenue

Tinley Park, Illinois 60427 Heritage Bremen Bank & Trust Co. ADDRESS 17500 S. Oak Park Avenue

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IARBRES |

<u>-Tinley-Park---Il-Hinois-</u>

MAIL TO:

OR

**É<sup>ND</sup> Tinley Park, Il<u>li</u>no<u>is 60477</u>** 

## THE FOLLOWING ARE THE COVENINTS, CONDITIONS AND PROVIDIONS REPERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS! I. Mortgagors shall (1) keep said premises in good condition and requir, without waste; (2) promptly repair, restore, or rebuild any institutions or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanics liens on liens in favor of the United States or other liens or claims for lien not expressly, subordinated to the lien hereoft, (4), pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereoft, (4), pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereoft, (4), pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereoft, (4), pay when due any indebtedness which may be secured by any time in process of crection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereoft; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or hulders of the note;) had been defined as a required by law or municipal ordinance or as previously consented to in writing by the Trustee or hulders of the note;) tions in said premises except as required by law or nunicipal ordinance of as previously consented to in writing by the Trustee or hulders of the note.) 2. Mortgagors shall pay before any penalty attaches all general laxes, and shall upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts therefor. To prevent, default hereunder Mottgagors 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 hereuter shuared on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indictedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, incase of loss or damage to Trustee for the benefit of the holders of the note, or the time to the evidenced by the standard mortgage clause; to be attached to each policy, and shall deliver renewal 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 day prior to the trespective dates 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 herein-helore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make any payment or perform any act herein-helore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make (ull or partial payments of title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the pure oses herein, authorized, and all expenses paddort neared in connection therewith, including reasonable connect

of any other agreement of the Morigagoss berein contained.

7. When the indebtedness hereby sectived shall become due whither by the terms of the note described on page one or by acceleration or otherwise holders of the note or realer shall be right to foreclose the lien hereof and also shall have all other rights provided by the laws of illinois for the enforcement of a moritage, debt: In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of its isle all expenditures and expenses, which may be paid or incurred by or on health of Trustee or holders of the note for attorns of fees, Trustee's fees, appraiser's fees; outlays for documentary and expert evidence, half of Trustee or holders of tile, till exarches and expenses which may be extinated as to items to be expended after entry of the decree) of procuring all such abstracts of tile, till exarches and expenses with respect to tile as Trustee or holders of the note insyldent to be reasonably necessary either to prosecute such suit or to evidence with respect to tile as Trustee or holders of the note insyldent to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant or or a decree; the true condition of the title to or, the value of the premises. All expenditures and expenses of the nature in this parsgrap, mentioned shall become so much additional indebtedness secured hereby holders ufficiently decand, payable, with interest thereon, at the rate of cumpart cent per annum, when paid or incurred by Trustee or holders uffiche note in connection with (a) any proceeding to the law of the promises of the sparty, either as plaintifficial mantior defendant, by reason of this frust Ded for any indebtedness hereby secured; or (b) preparations for the defense of any threatened sitter proceeding which might affect the premises or the security hereof, whether or not actually commenced; or (c) preparations for the defense of any threatened sitter

hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be city it ted and applied in the following order of priority: First, on account of all costs and expenses incident to the lotelosure proceedings, is cluding all such items as are mentioned in the preceding paragraph, hereof; second, all other, items which under, they ferris hereof, corn, it is secured-indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided third, ally divided and interest remaining unpaid; fourth, any overplus to Morgagors, hield, helps, legal, espesentatives or, assigns, as a their right such preceding. Court in which such bill is filed may appoint a receiver, of, said premises. Such appointment; may be made either before or after rale, tithout notice, without regard to the solvency or insolvency of Morgagors at the time of applications for such receiver, and without regard to the them value of the premises or receiver shall have power to collect the rents; issues and profits of said premises during the proposed as such receiver. Such receiver shall have power to collect the rents; issues and profits of said premises during the premises whether here with a profits and a fine any lutther times when Morgagors, except for the intervention of such receiver, would be existed to collect such rents, issues and profits, and all other powers which may be necessary on 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 a viorize 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 on become superior to the lien hereof or all such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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 purposed the note shall be permitted for that purposed the note shall be permitted for the note shall be permitted for the purposed the note shall be permitted for the note shall be noted for the note shall be not the noted for the noted

be permitted for that purpose:

12. Trustee has no duly to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record of 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 his own gross, negligence, or misconductor that of the agents or employees of Trustee, and he may require indemnities; satisfactory to him 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, hald; 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 principal 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 hears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note and which purports to be executed by the persons herein designated as the makers thereof, which conforms in substance with the description herein contained of the principal 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

14. Trustre 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, meaning the first Successor in Trust and in the event 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 Doyd and all provisions hereof, shall extend to and be hinding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust But the state of the state of

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SHOULD HE ID	ENTIFIED B	POTHER TR	USTEE, BEFORE
THE TRUST DEF	ED IS FILED	FORTRICO	ORD.

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The	Installment	Note	mention	ned in	the	within	Trust	Deed	isas
been	identified ho	rewitt	ı under	Identif	ficati	on No	*******		•••••