

TRUST DEED UNOFFICIAL COPY

88202960

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made May 5 1988 between Frank W. Greene and Catherine A. Greene, his wife herein referred to as "Mortgagors,"

and, Lawrence R. Hoelberg and herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal 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 00/100

Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF FIRST NATIONAL BANK IN HARVEY

and delivered in and by which said Note the Mortgagors promise to pay the said principal sum and interest from May 9, 1988 on the balance of principal remaining from time to time unpaid at the rate of 12.00 percent per annum in instalments (including principal and interest) as follows:

Four hundred forty-five and 77/100 Dollars or more on the 15th day of June 15 1988 and Four hundred forty-five and 77/100 Dollars or more on the 15th 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 15th day of May 1993. 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 12.0 percent per annum and all of said principal and interest being made payable at such banking house or trust company in HARVEY 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 FIRST NATIONAL BANK IN HARVEY in said City.

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, situate, lying and being in the County of Cook AND STATE OF ILLINOIS, to-wit:

Lots 47 and 48 in Block 135 of Harvey in Section 18, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index #29-18-223-039

88202960

Property Address: 20 West 153rd St., Harvey, Illinois 60426

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12.00

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all the covenants, conditions, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereon for so long and during all such time 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 space units or centrally controlled) and ventilation, including without restricting the foregoing, screens, window shades, storm doors and wind wss, floor coverings, molder 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 on 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 in the uses and trusts herein set forth, to them, their heirs and assigns under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors 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 of and seal of Mortgagors the day and year first above written. Frank W. Greene, Catherine A. Greene

STATE OF ILLINOIS } I, the undersigned, a Notary Public in and for, and residing in said County, in the State aforesaid, DO HEREBY CERTIFY County of Cook } THAT Frank W. Greene and Catherine A. Greene, his wife

are the same person as those whose names subscribed 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.

Given under my Hand and Notarial Seal this 5th day of May 1988. Notary Public My Commission Expires Oct. 3, 1988

#1200/E

Prepared by: Elaine T. Lane 174 E. 154th St. Harvey, IL 60426

FILED IN A SECONDARY RECORDING OFFICE

# UNOFFICIAL COPY

1. Mortgagors shall promptly repair, restore or rebuild any building 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 holders of the note. (4) comply within a reasonable time any building or building ordinance or at any time or process of execution upon said premises, and 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 be liable for the payment of all general real estate taxes and shall be liable on 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 first day of each and every month during the term of said note a sum equal to one twelfth of the estimated general real estate taxes next accruing against said premises computed on the basis of the last assessed general 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 cause all buildings and improvements now or hereafter situated on said premises to be insured against loss or damage by fire, lightning or explosion under policies providing for payment by the insurance companies of the sums sufficient either to pay the cost of repairing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with favorable conditions of the policies. The cost of policies payable in case of loss or damage to Trustee for the benefit of the holders of the note, such rights to be exercised by the lender or mortgagee, shall be attached to each policy and shall deliver all policies, including additions and renewal policies, to holders of the note. The balance of insurance proceeds shall be applied to the payment of the indebtedness secured hereby. The respective rates of insurance shall be deposited with the Trustee an amount equivalent to one-twelfth of the annual insurance premium on the first day of each and every month during the term of said note. The proceeds to be paid under the real estate fire reserve and insurance reserves referred to in paragraph 2 above shall be paid to be held by the Trustee for the equal benefit of the holders of the note as and for a Sinking Fund to be used by the Trustee in the redemption of the note and for the general real estate taxes against the premises and insurance premiums as and when they are legally due and payable.

4. In case of default herein, Trustee or holders of the note shall have the right to make any payments for all taxes, charges, assessments, dues, interest, covenants, conditions, and other obligations of the premises, and to pay for all repairs, alterations, and improvements on the premises, and to pay for all expenses incurred by Trustee or holders of the note in connection with the protection of the premises, and to take any action necessary to protect the premises, and to take any action necessary to protect the premises, and to take any action necessary to protect the premises. Trustee or holders of the note are authorized to take, shall be deemed to have taken, and shall be deemed to have taken, all legal actions necessary to protect the premises, and with interest thereon at the rate of seven per cent per annum, in addition to the amount of the note secured hereby, until the entire amount of said note and any right accruing thereon is paid in full, and until the full payment of the note is received by the Trustee.

5. The Trustee or holders of the note shall have the right to take any action necessary to protect the premises, and to take any action necessary to protect the premises, and to take any action necessary to protect the premises.

6. Mortgagors shall be liable for the payment of all general real estate taxes and shall be liable on 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 first day of each and every month during the term of said note a sum equal to one twelfth of the estimated general real estate taxes next accruing against said premises computed on the basis of the last assessed general 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.

7. When the holder of the note referred to herein is unable to pay the same, the Trustee or holders of the note shall have the right to take any action necessary to protect the premises, and to take any action necessary to protect the premises, and to take any action necessary to protect the premises. Trustee or holders of the note are authorized to take, shall be deemed to have taken, and shall be deemed to have taken, all legal actions necessary to protect the premises, and with interest thereon at the rate of seven per cent per annum, in addition to the amount of the note secured hereby, until the entire amount of said note and any right accruing thereon is paid in full, and until the full payment of the note is received by the Trustee.

8. The proceeds of any sale of the premises shall be applied in the following order: first, to the payment of all taxes, charges, assessments, dues, interest, covenants, conditions, and other obligations of the premises; second, to the payment of all costs and expenses incurred by Trustee or holders of the note in connection with the protection of the premises; and third, to the payment of the principal amount of the note and interest thereon. The Trustee or holders of the note shall have the right to take any action necessary to protect the premises, and to take any action necessary to protect the premises, and to take any action necessary to protect the premises.

9. Upon the maturity of the note referred to herein, the Trustee or holders of the note shall have the right to take any action necessary to protect the premises, and to take any action necessary to protect the premises, and to take any action necessary to protect the premises. Trustee or holders of the note are authorized to take, shall be deemed to have taken, and shall be deemed to have taken, all legal actions necessary to protect the premises, and with interest thereon at the rate of seven per cent per annum, in addition to the amount of the note secured hereby, until the entire amount of said note and any right accruing thereon is paid in full, and until the full payment of the note is received by the Trustee.

10. No action shall be brought against the Trustee or holders of the note for any failure to perform any duty imposed by this instrument, unless such action is brought within the time specified in this instrument.

11. Trustee or holders of the note shall be deemed to have accepted the terms of this instrument by their signature hereon.

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13. Trustee or holders of the note shall be deemed to have accepted the terms of this instrument by their signature hereon.

14. Trustee or holders of the note shall be deemed to have accepted the terms of this instrument by their signature hereon.

15. This Trust Deed shall be deemed to have been accepted by the Trustee or holders of the note by their signature hereon.

16. In the event of the death of any of the parties to this instrument, the provisions hereof shall survive and bind the estate of the deceased party.

### IMPORTANT

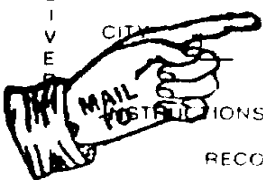
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER. THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THIS TRUST DEED IS FILED FOR RECORD

The installment Note mentioned in the within Trust Deed has been identified here by recording it with \_\_\_\_\_  
by \_\_\_\_\_ Assistant Vice President  
Assistant Secretary

882029FO

DELIVER

NAME  
STREET  
CITY



OR

OR

RECORDER'S OFFICE BOX NUMBER 413

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