GEORGE E. COLE®
LEGAL FORMS

FORM NO. 206
April, 1980

TRUST DEED (ILLINOIS)
For Use With Note Form 1448
(Monthly Payments Including Interest)

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

COOK COUNTY, ILLINOIS
FILED FOR RECORD
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THIS INDENTURE, made October 13, 19 89,
between CARRIE PATCHIN AND TODD PATCHIN, her husband

16816 S. Hilltop, Orland Hills, Il.
(NO. AND STREET) (CITY) (STATE)
herein referred to as "Mortgagors," and George F. Gee, of the
Village of Orland Park, Cook County, Il.
(NO. AND STREET) (CITY) (STATE)
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 SIXTY TWO THOUSAND AND NO/100 * * * ($62,000.00) * * * * Dollars, and interest from date on the balance of principal remaining from time to time unpaid at the rate of 10 per cent per annum, such principal sum and interest to be payable in installments as follows: SIX HUNDRED FIFTEEN AND NO/100 ($615.00) Dollars on the 13th day of November, 19 89 and SIX HUNDRED FIFTEEN AND NO/100 ($615.00) * * Dollars on the 13th day of each and every 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 13th day of October, 1994; 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 of 11 per cent per annum, and all such payments being made payable at Orland State Bank, Orland Park, Il. or 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 thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust 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 protest.

NOW THEREFORE, to secure the payment 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 these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Orland Hills COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

The North 60 feet of Lot 32 in Block in Westhaven Homes Resubdivision being a resubdivision of Westhaven Homes Unit 1 and Westhaven Homes Unit 2, in the North half of Section 27, Township 36 North, Range 12 East of the Third Principal Meridian according to the Plat thereof recorded October 24, 1961 as Document 18311372 in Cook County, Illinois.

12.00

Street address: 16816 S. Hilltop, Orland Hills, IL
Permanent tax number: 27-27-206-056.

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

TOGETHER with all improvements, tenements, easements, 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 rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 Mortgagors do hereby expressly release and waive.

The name of a record owner is:

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 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, successors and assigns.

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

X Carrie Patchin (Seal) (Seal)
PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
Carrie Patchin
X Todd Patchin (Seal) (Seal)
Todd Patchin

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State of Illinois, County of Cook ss., I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that CARRIE PATCHIN AND TODD PATCHIN, her husband personally known to me to be the same person s whose name s are 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, including the release and waiver of the right of homestead.

IMPRESS SEAL HERE

OFFICIAL SEAL
Louise M. Ehmpke
Notary Public, State of Illinois
My Commission Expires 2/16/90

Given under my hand and official seal, this 13th day of October 19 89
Commission expires 2/16 19 90
Louise M. Ehmpke
Notary Public

This instrument was prepared by (NAME AND ADDRESS) This Document Prepared By E. KENNETH FRIKER 180 N. LaSalle St. Chicago, IL 60601
Mail this instrument to (NAME) (ADDRESS) (CITY) (STATE) (ZIP CODE)
OR RECORDER'S OFFICE BOX NO.

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72-32-88 D3 10/2

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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

1. Mortgagors shall (1) keep said premises in good condition and repair, *without* waste; (2) promptly repair, restore, or rebuild any buildings or improvements *now or hereafter* on the premises which may become damaged or be destroyed; (3) *keep said premises free from* mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly *subordinated* to the lien hereof; (4) 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; (5) complete within a reasonable *time any building* or buildings now or at any time in process of erection upon said premises; (6) *comply with* all requirements of law or municipal ordinances with respect to the premises and the use thereof; (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 holders of the note.

2. Mortgagors 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, furnish to Trustee or to holders of the note the original or 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 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 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 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 therein*, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore 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 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 purposes* herein authorized and all expenses paid or incurred in connection *therewith, including* reasonable 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 rate of XXX 11 per cent per annum. 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 thereof*.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal *and interest*, when due according to the terms hereof. At the election of the holders *of the principal note*, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable *when default* shall occur in payment of principal or interest, or in case 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 the terms of the note described on page one *or by acceleration* or otherwise, holders of the note or Trustee shall have the right to foreclose *the lien hereof* and also shall have all other rights provided by the laws of Illinois for the *enforcement of a mortgage* debt. 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, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring 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 prosecute such suit 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. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much *additional indebtedness* secured hereby and immediately due and payable, with interest thereon at the rate of XXX 11 per cent *per annum*, when paid or incurred by Trustee or holders of the note in connection with (a) any action, *suit or proceeding*, including but not limited to probate and bankruptcy proceedings, to which either of *them shall be* a party, either as plaintiff, claimant 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.

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 *hereby secured, with* interest thereon as herein provided; third, all principal and interest remaining unpaid; *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 complaint* to foreclose this Trust Deed, the Court in which such complaint 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 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 *for 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 a *sale and deficiency*.

10. No action for the enforcement of the lien of this Trust Deed 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 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 his own gross negligence or misconduct or 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 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 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 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 principal 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 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 herein *described any note* which may be presented and 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 shall* have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, Ronald N. Johnson shall be first Successor *in Trust and in the* event of his or its death, 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 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 Deed.

IMPORTANT

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

The Installment Note mentioned *in the within* Trust Deed has been identified herewith under Identification No. 81-417-2

George F. Gee, Trustee

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