

UNOFFICIAL COPY

TRUST DEED

LaSalle National Bank, Trustee

U/T/A No. 10-30795-09

TO

James E. Cooper Trustee

Trust No.

Loan No.

\$ 66,500.00 years at 11

Date December 1 19 89

STATE OF ILLINOIS, } ss.
County of Will

No.

Recorder of Deeds

Fee: \$8.00 PAID

MAIL TO:

Mokena State Bank

P.O. Box 158

Mokena, IL 60448

Form 87-203 BANK-12-87

Box 333

Identified by:

89598391

James E. Cooper, Trustee

payments to be made before one month prior to the date of dates when such premiums, taxes and assessments, respectively, will become delinquent, such sums to be held by the holder in trust to pay said premiums, taxes and special assessments; all deposits to be made as aforesaid and all payments to be made pursuant to the note secured hereby shall be added together and the aggregate thereof shall be applied by the holder to the following items in the order set forth: (1) the payment of (or interest on) the amount provided pursuant to the provisions of the preceding paragraph, but in the order in which the holder may deem advisable for its own protection; (2) interest on said note secured hereby; and (3) amortization of the principal of said note. Any deficiency in the amount of such aggregate payments shall constitute a default under this trust deed. In the event of loss covered by any such policy of insurance, said holder or the grantee may, at their option, enforce said insurance or take any other action they deem appropriate in regard thereto, but neither the holder nor the grantee shall be under any duty or obligation in respect thereto.

IN CASE OF DEFAULT in the payment of principal, interest or any installment thereof provided in said note, and notwithstanding any provisions in said note to the contrary, in the event of a breach of or failure to perform any of the covenants and agreements contained in this trust deed, or if proceedings are instituted to enforce any lien or charge upon any of said real estate, or for partition thereof, or upon the filing of a proceeding in bankruptcy by or against any one or more of the mortgagors, or if any one or more of the mortgagors shall make an assignment for the benefit of his creditors or if said property shall be placed under control of or in custody of any court, the whole of said indebtedness shall, at the option of the legal holder thereof, without notice, become immediately due and payable and shall be recoverable by foreclosure hereof or by suit at law, or both, in like manner as if all of said indebtedness has then matured by lapse of time.

IT IS FURTHER AGREED by the grantors that in case a right of foreclosure or other right of procedure shall arise hereunder, the legal holder of said principal note or if any part thereof, or the said trustee for the benefit of such holder, shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as they may deem necessary; that all reasonable expenses and disbursements, paid or incurred in behalf of the complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, seneographer's charges, cost of furnishing a Guarantee Title Insurance Policy (in the amount of the foreclosure sale price) or complete abstract to said premises, shall be paid by the grantors; that the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee, or any holder of any part of said indebtedness, as such may be a party, shall also be paid by the grantors; that such fees, expenses and disbursements shall be an additional lien and charge upon said premises secured by this deed, may be taxed as costs and shall be included in any decree or order that may be rendered in such proceedings, and that such proceedings shall not be dismissed, nor shall any order for the sale of said premises be entered unless the same shall provide for the payment of said fees out of the proceeds thereof, nor shall a release be given, until a full discharge, expenses and disbursements, and the costs of such suit have been paid. 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 proceeding, including all such items as are mentioned in the preceding sentence of this paragraph; Second, any amounts advanced by the grantee or holder for taxes, assessments, purchase of tax liens or titles, insurance or settlement of mechanic's or materialman's liens as aforesaid; Third, all interest and principal remaining unpaid on the indebtedness evidenced by said note; Fourth, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by said note, with interest thereon as herein provided; Fifth, any over-plus to grantors, their legal representatives or assigns, as their rights may appear.

Grantor/Grantors, on behalf of himself/themselves and each and every party claiming by or under it/them, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to the right to any remedy, legal or equitable, which Grantor or the holder may pursue to enforce payment or collection of all or any part of the indebtedness secured by this trust deed, and without prejudice to the holder's right to a deficiency judgment or any other appropriate relief in the event of foreclosure of this trust deed.

The Grantors waive all right to the possession of, and income from said premises pending foreclosure of this trust deed and pending any other action relating to said premises, wherein said trustee or said holder shall be a party; and grantors covenant and agree that upon the filing of any Complaint to foreclose this trust deed, or upon the commencement of any other action relating to said premises, the Court in which such Complaint is filed or such other action is commenced may at once and without notice to grantors, or any party claiming under them, place grantee or said holder of said indebtedness in possession of said premises pursuant to CH 110, IL REV STS, as Amd, Secs 15-1701 thru 15-1703, or, at the option of grantee or said holder, and duties provided in CH 110, IL REV STS, as Amd, Sec 15-1704, the balance of receiver's receipts (as referred to in said Sec 15-1704 (d) (8)), to be applied on the payment of the amounts secured hereby.

If there be only one person designated herein as grantors, no word or words wherever used herein, and the verbs and pronouns associated therewith, although expressed as plural, shall be read and construed as singular.

In the event of the refusal, resignation or inability of the grantee to act as trustee, then _____ is hereby appointed to be the first successor in this trust and the then Recorder of Deeds of said Will County is hereby appointed to be second successor in this trust.

When all the aforesaid covenants and agreements have been fully performed, the said Trustee shall release said premises to the party entitled to receive the same, on receiving his reasonable charges therefor.

WITNESS the hands and seals of the grantors this _____ day of _____, A.D. 19 89.

James E. Cooper, President
Mokena State Bank
Mokena, IL

James E. Cooper, President
Mokena State Bank
Mokena, IL

James E. Cooper, President
Mokena State Bank
Mokena, IL

BY _____
Ass't Vice President
LaSalle National Bank, Trustee
U/T/A No. 10-30795-09 & not personally (S) (S) (S)

Attest _____
Corinne Bek, Assistant Vice President and Notary Public, in and for said County of Will, in the State of Illinois
DO HEREBY CERTIFY that _____
Harriet Deninger, Cook ss

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 19 89.

Harriet Deninger
Notary Public, State of Illinois
My Commission Expires _____

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE DATED December 1st, 1989 UNDER TRUST NO. 10-30795-09

This Mortgage or Trust Deed in the nature of a mortgage is

executed by LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 10-30795-09 in the exercise of the power and

authority conferred upon and vested in it as such trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full power

and authority to execute the instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in

any other instrument given in evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said

mortgagor or grantor, or on said LA SALLE NATIONAL BANK personally to pay said note or any interest that may accrue thereon, or any

indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgage or trustee under said

Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder, and

that so far as the mortgagor or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holders of the note and the owner

or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by

the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the

grantor or grantors, if any. Trustee does not warrant, independently defend title nor is it responsible for any environmental damage.

Property of Cook County Clerk's Office