

TRUST DEED

(INDIVIDUAL)

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made DECEMBER 20 19 88, between CHARLOTTE A. SMITH, WIDOW

herein referred to as "Mortgagors," and

a Corporation, duly organized and existing under the laws of the United States, and qualified to do a trust business under and by virtue of the laws of the State of Illinois, doing business in Blue Island, 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 Twelve Thousand Seven Hundred Thirty and 56 cents (\$12,730.56) ***** 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 the date thereof on the balance of principal remaining from time to time unpaid at the rate of 11.13 per cent per annum in instalments as follows: \$265.22

Dollars on the 10th day of January, 1988, and \$265.22

Dollars on the 10th day of each 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 10th day of December 19 92

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 11.13 per cent per annum and all of said principal and interest being made payable at the offices of the First National Bank of Blue Island, in Blue Island, Illinois, or at such place as the Holders of the Note may, from time to time, appoint in writing.

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, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 4 in block 25 in S.E. Gross Subdivision of blocks 24, 26 and the South half of block 23 and the South half of block 24 of Dauphin Park in the East half of the North East quarter of Section 3, Township 37 North, Range 14 East of the Third Principal Meridian Real Estate Index #25-03-230-004

If all or any part of the subject property, or its title holding Trust if any, or any interest therein is sold, transferred, assigned or otherwise conveyed, demised or alienated without prior written consent being first had and obtained from the First National Bank of Blue Island, then the First National Bank of Blue Island, as owner and holder of the Note secured hereby at its option may declare all sums due hereunder to be immediately due and payable in full. Any default of a lien on this subject property which is prior and senior to the lien of this subject mortgage, whether by non-payment or otherwise and whether or not causing acceleration of said prior lien, constitutes an event of default in this mortgage/

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12.00

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

TOGETHER with all improvements, tenements, 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 therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, inador 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 upon the uses and trusts hereinafter 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 the Mortgagors do 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... and seal... of Mortgagors the day and year first above written.

Charlotte A. Smith (SEAL) (SEAL) (SEAL)

STATE OF ILLINOIS,) HILDE SCHNEITER
SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
COUNTY OF COOK) THAT CHARLOTTE A. SMITH

who is personally known to me to be the same person whose name subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said Instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 20th day of December, A.D. 1988

THIS DOCUMENT PREPARED BY: RACHEL E. VARGAS FIRST NATIONAL BANK OF BLUE ISLAND 13057 S. WESTERN AVENUE BLUE ISLAND, ILLINOIS 60408

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 THE REVERSE SIDE OF THIS TRUST DEED

Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not lawfully 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 Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

Mortgagors shall be liable for the payment of all general real estate taxes and shall deposit or cause to be deposited with the Trustee named in this deed or with the legal holder of the note referred to herein on the due date of each and every month during the term of said loan a sum equal to five percent of the estimated general real estate taxes next accruing against said premises computed on the amount of the last ascertainable real estate taxes. Mortgagors shall pay special taxes, special assessment water charges, sewer charges and other charges against the premises when due and shall upon request furnish to Trustee or to holders of the note referred to herein duplicate receipts therefor.

Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, storm and flood damage, where the lender is required by law to have its loan insured under policies providing for payment by the insurer in full 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 and to the satisfaction of 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 and the 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 expiration date of expiration.

In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter 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 mortgages, 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 lien 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 attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage shall be added to the principal of the note, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, and so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to mortgagors in case of default hereunder on the part of Mortgagors.

The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so on any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

Mortgagors shall pay each year, or when due according to the terms hereof, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors contained herein.

Mortgagor(s) shall not suffer or permit, without the written permission or consent of the Trustee or the Holders of the Note being first had and obtained, a sale, assignment or transfer of the premises or any portion thereof or any interest therein. Neither the Trustee nor the Note shall in any way be bound to give such consent should it be sought by the Mortgagor(s) or by anyone acting on behalf of the Mortgagor(s).

When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to close 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, judgments 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, appraisers' fees, outlays for documentary and expert witness, stenographers' charges, publication costs and costs (which may be estimated as to items to be paid after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and title and insurance with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to defend against 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. All expenses 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 per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including 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 of the mortgage 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.

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 expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other debts which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as they may appear.

Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises and 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 such appointment 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. A 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 of redemption, whether the mortgagor is or is not, as well as during any further time 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 sale 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 or in whole or in part of: (1) The indebtedness secured hereby, or by any debt, or by any sale, or by any tax, special assessment or lien which may be or become superior to the lien hereof or of such debt, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

No action for the enforcement of the lien or of any provision hereof shall be subject to a defense which would not be good and available to the mortgagor in an action at law upon the note hereby secured.

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.

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 to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in his own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

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 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 release described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in all respects with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof. Where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying the same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in all respects with the description contained of the note and which purports to be executed by the persons herein designated as makers thereof.

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 resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of Titles 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 or Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors. The word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof or of not such persons shall have executed the note or this Trust Deed.

Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provision of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

IMPORTANT

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

NAME FIRST NATIONAL BANK OF BLUE ISLAND
 STREET 13057 S. Western Ave.
 CITY Blue Island, Il. 60406

INSTRUCTIONS OR
 RECORDERS'S OFFICE BOX NUMBER _____

The Instalment Note mentioned in the within Trust Deed has been identified herewith under identification No. _____

FIRST NATIONAL BANK OF BLUE ISLAND, as Trustee,
 by Thomas J. Smith
 Assistant Secretary
 Assistant Vice President
 Assistant Trust Officer

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

609 E. 90th Pl.
 Chicago, Il. 60619