TRUST DEED (MORTGAGE)



THIS INDENTURE, dated Docombor 21

89013309

, 19<u>88, between Robert L.</u> and Merry Sue Lacey, his wife

of the VIIInge of Philippe Cook County of Gook State of Illinois (hereinafter called "Grantors") and BOULEVARD BANK NATIONAL ASSOCIATION, a national banking association doing business in the City of Chicago, County of Cook, State of Illinois, together with its successors and assigns, called the "Trustee"): County of GOOK DNAL ASSOCIATION, a national

WITHESSETH:

AND NO/100---- Dollars, SIXTY THOUSAND which indebtedness is evidenced by the Grantor's Note and Security Agreement (hereinafter called "Agreement"), providing for periodic payments as called for therein, with the balance of indebtedness, if not paid at an earlier date, due and payable on <u>Ducumbur 21, 1989</u> (hereinafter called the

MON THEREFORE, to secure the payment, in accordance with the provisions of the Agreement of said indebtedness, and the performance of all other covenants, agreements and obligations of the Grantors under the Agr. Sment and hereunder, the Grantors hereby COVENANT and WARRANT to the Trustee the following described roll istate (hereinafter called the "premises") situated in the Village of Palatine , County of COOK , State of Illinois, to wit:

Lot 3 (except the east 16 feet thereof) and lot 4 and the south 10 feet of the east 140.25 feet of ot 2 (except the east 16 feet thereof) in following described property beginning at the worth cast corner of the north west 1/4 of the south west 1/4 of section Township 42 north, range 10 east of the third principal meridian running thence west 17 rods thence south 20 rods thence east 17 rods thence north 20 rods to point of beginning said propercy being also known and described as lots I to 6 inclusive in block Z in Joel Woods subdictsion of themorthwest 1/4 of the south west 1/4 of section 02-14-302-007-0000 , 07-14-302-011-0000 s 02-14-302-015-0000

together with all improvements, tenements, splanents, fixtures and appurtenances now or hereafter thereto belonging, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, and all rens, insues and profits thereof or therefrom; hereby releasing and waiving any and all rights under and by virtue of the homestead exemption laws of the State of Illinais.

The Grantors covenant and agree: (1) to ply sold indebtedness, and all other amounts that may be payable under the Agreement as provided in the Agreement or according to any agreement extending the time of payment; (3) to pay, before any penalty attaches, 2/1 times and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty dryn after any destruction or damage, to rebuild or restore all buildings and improvements on the premises that may have been destroyed or damaged; (4) that waste to the premises shall not be comitted or suffered; (5) to keep all buildings and other improvements now or hereafter on the premises insured against such risks, for such amounts and with such companies and under such policies and in such form, all as shall real onably be satisfactory to the legal holder of the Agreement, which policies shall provide that loss the eunder shall be payable first to the holder of any prior encumbrance on the premises and second to the frustee, as their respective interests may appear, and, upon request, to furnish to the Trustee of the legal holder of the Agreement satisfactory evidence of such insurance; and (6) to pay, when due, all introducedness which may be secured by any prior encumbrances on the premises. by any prior encumbrances on the premises.

The Grantors further agree that, in the event of any failure to so insure, or pay taxes or assessments, or pay the indebtedness secured by any prior encumbrances, either the Trustee or the legal holder of the Agreement may, from time to time, but need not, procure such injurance, or pay such taxes and assessments, or discharge or purchase any tax lien or title affecting the remises, or pay the indebtedness securing any prior encumbrances on the premises; and the Granton's level to reimburse the Trustee or the legal holder of the Agreement, as the case may be, upon demand, for all amounts so paid, together with interest thereon at the highest lawful contract rate from the date of rement to the date of reimbursement, and the same shall be so much additional indebtedness secured hereby.

The Grantors further agree that, in the event of a breach of any of the aforesa covenants or agreements, or of any covenants or agreements contained in the Agreement, the indebtedness secured hereby shall, at the option of the legal holder of the Agreement, without demand or notice of any kind, become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, to the same extent as if such indebtedness had matured by its express terms.

The Grantors further agree that all expenses and disbursements paid or incurred on behalf of the Trustee or the legal holder of this Agreement in connection with the foreclosure hereof (including reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges and cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree) shall be paid by the Grantors; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Trustee or the legal holder of the Agreement, as such, may be a party, shall also be paid by the Grantors. All such expenses and disbursements shall be an additional lien upon the premises, and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor the release hereof given, until all such expenses and disbursements, and the costs of suit, including attorneys' fees have been paid. The Grantors, for the Grantors and for the heirs, executors, administrators, successors and assigns of the Grantors, waive all right to the possession of and income from the premises pending such foreclosure proceedings, and agree that, upon the filing of any complaint to foreclose this Trust Deed, the Court in which such complaint is filed may at once, and without notice to the Grantors, or to any party claiming under the Grantors, appoint a receiver to take possession or charge of the premises with power to collect the rents, issues and profits of the premises.

BOX 193

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The township 42 north, range 10 east of the third principal Property Address: 156 East Sherman Palatine, 1L 60067

Adds College C

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The Trustee shall, upon receipt of its reasonable fees, if any, for the preparation of such release, release this Trust Geed 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 the Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after the maturity thereof, produce and exhibit to the Trustee the Agreement, representing that all indebtedness secured hereby has been paid, which representation the Trustee may accept as true without further inquiry.

The lien of this Trust Deed is subject and subordinate to the lien of any prior encumbrance of record on the premises.

The term "Grantors" as used herein shall mean all persons signing this Trust Deed and each of them, and this Trust Deed shall be jointly and severally binding upon such persons and their respective heirs, executors, administrators, successors and assigns.

All obligations of the Grantors, and all rights, powers and remedies of the Trustee and the holder of the Agreement, expressed herein shall be in addition to, and not in limitation of those provided in the Agreement or by law. lien of this Trust Deed is subject and subordinate to the lien of any prior encumbrance of

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ATTN: AL Fino

HATHERS the hand(s) and the seal((s) of the Gran	tors as of th	e day and year	first above wr	itten.
x Valle Jacq	_ (Seal) ⁽ X		y Auc	Lacing	- (Seal)
Robert L. Lacey	_ (Seal) _	Merry Su	Lacoy		(Seal)
This instrument presented by:					
Jeannine M. Duv., Boulevard Bank	National As	sociation.	400-410 N.	Michigan Av	enue
Chicago, IL 60611	(Hame and A	ddress)			
PROPERTY ADDRESS: 156 E. Sherman	, Palatine,	IL. 60067			
STATE OF ILLINOIS	4				
COUNTY OF Cuch 1	, C				
I, a Notary Public in and for the State and Count personally known forme to be the same personal this day in person, and acknowledged that he (she, the for the uses and purposes therein set forth, including	whose name(s) is (hey) signed and deli	o are) swar ribed to lyered arat instru	the foregoing ins	rument, appeared b	efore me
Given under my hand and official seal this 2.4			aleran	Ary Public Expers October 17	<u> K. Cus</u> – 1, 1989
HAIL TO: BOULEVARD BANK NATIONAL ASS 410 NORTH MICHIGAN AVENUE		102		Diffice.	
CHICAGO, IL. 60611	sox	192		_	

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Aropolity of Cook County Clark's Office