



TRUST DEED

721373

2) 299706

CTTC 7

DEPT-01

T#4444

TRAN 5209 02/03/89 13:27:00

\$12.00

THE ABOVE SPACE FOR RECORDERS USE ONLY 09-053468

THIS INDENTURE, made December 27 1988, between COOK COUNTY RECORDER

ANDREA L. THOMPSON, A NEVER MARRIED WOMAN

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, 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 Sixty-Three Thousand Three Hundred Fifty and no/100 (\$63,350.00)-----Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF DEAN WILBERT MEHLHOP AND LAURA MEHLHOP, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, AND NOT AS TENANTS IN COMMON

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from January 1 1989 on the balance of principal remaining from time to time unpaid at the rate of 9 1/2 per cent per annum in instalments (including principal and interest) as follows: Five Hundred

Thirty-Two and 71/100 (\$532.71)-----Dollars or more on the 1st day of February 19 89 and Five Hundred Thirty-Two and 71/100 (\$532.71)---Dollars or more on the 1st 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 1st day of December, 2018. 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 per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 2282 Eastview, Des Plaines, IL 60018 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 Village of Elk Grove COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Unit Number 27-6 in Fox Run Manor Homes Condominium as delineated on a survey of the following described real estate: Part of the North East 1/4 of Section 26, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document Number 27469146 together with its undivided percentage interest in the common elements in Cook County, Illinois

Commonly known as: 1845 D. Fox Run, Elk Grove Village, IL 60007

Permanent Index Number: 07-26-200-015-1110

89053468

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 space 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 in 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 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 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:

Andrea L. Thompson [SEAL]

Andrea L. Thompson [SEAL]

STATE OF ILLINOIS,

I, William D. Vedral

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY

County of Cook

THAT ANDREA L. THOMPSON, A NEVER MARRIED WOMAN

02 13 89 13:27:00 W.D.VEDRAL

OFFICIAL SEAL WILLIAM D. VEDRAL Notary Public, State of Illinois. I personally known to me to be the same person whose name is subscribed to the instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and set, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of December 1988

William D. Vedral Notary Public

Notarial Seal

Form 807 Trust Deed - Individual Mortgagor - Secures One Instalment Note with Interest Included in Payment.

10-11-79

Prepared by: William D. Vedral, 701 Lee Street, Suite 600, Des Plaines, IL 60015

89053468

2227-V

UNOFFICIAL COPY

1845 a Fox Run
IN ARDVE VILLAGE, IL 60007

MAIL TO:

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

Assistant Secretary/Assistant Vice President

CHICAGO TITLE AND TRUST COMPANY
Identification No. 222713

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

1. Mortgages shall keep all buildings and improvements now or hereafter situated against loss of damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have in loan so insured under policies providing for payment by the insurance company of money 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 or holder of the note; (d) complete within a reasonable time any building or building improvements now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay by certificate any general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holder of the note duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated against loss of damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have in loan so insured under policies providing for payment by the insurance company of money 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 or holder of the note; (d) complete within a reasonable time any building or building improvements now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

4. In case of default, Trustee or the holder of the note may, but need not, make any payment or perform any act hereinafter required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or holder of the note to protect the mortgage premises and the lien hereon, plus reasonable compensation to Trustee for each matter concerning which action hereon 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 a rate equivalent to the post mortem rate set forth in the note securing this trust deed. If any, otherwise the pre-mortgage rate set forth therein, when paid, shall be for the benefit of the holders of the note or of any other party entitled to the proceeds of the sale of the premises, and shall be applied to the payment of the note or of any other debt secured by the note or of any other debt of the Mortgages hereon contained.

5. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon. In any suit to foreclose the lien hereon, 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 holder of the note for attorney's fees, Trustee's fees, appraisers' fees, and other expenses for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to terms to be expended after entry of the decree) or of procuring all such abstracts of title, title searches and examinations, title insurance policies, forms certificates and similar data and assurances with respect to title as Trustee or holder of the note may deem to be reasonably necessary either to protect the interests of the lender or to protect the interests of the Mortgages. All expenses and costs mentioned shall become a part of the indebtedness secured hereby and shall be immediately due and payable, with interest thereon at the post mortem rate set forth in the note securing this trust deed. If any, otherwise the pre-mortgage rate set forth therein, when paid, shall be for the benefit of the holders of the note or of any other party entitled to the proceeds of the sale of the premises, and shall be applied to the payment of the note or of any other debt secured by the note or of any other debt of the Mortgages hereon contained.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any part of the indebtedness secured hereby, or (b) when due and payable (a) immediately in the case of default in the performance of any other agreement of the Mortgages hereon contained.

7. The right to foreclose the lien hereon, hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon. In any suit to foreclose the lien hereon, 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 holder of the note for attorney's fees, Trustee's fees, appraisers' fees, and other expenses for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to terms to be expended after entry of the decree) or of procuring all such abstracts of title, title searches and examinations, title insurance policies, forms certificates and similar data and assurances with respect to title as Trustee or holder of the note may deem to be reasonably necessary either to protect the interests of the lender or to protect the interests of the Mortgages. All expenses and costs mentioned shall become a part of the indebtedness secured hereby and shall be immediately due and payable, with interest thereon at the post mortem rate set forth in the note securing this trust deed. If any, otherwise the pre-mortgage rate set forth therein, when paid, shall be for the benefit of the holders of the note or of any other party entitled to the proceeds of the sale of the premises, and shall be applied to the payment of the note or of any other debt secured by the note or of any other debt of the Mortgages hereon contained.

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 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 overplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon or at any time after the filing of a bill to foreclose the lien hereon, the court in which such bill 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 Mortgages at the time of application for such receiver and with it intended to the lien hereon, without notice, without regard to the solvency or insolvency of Mortgages at the time of application for such receiver. Such receiver shall have power to collect the full rents, issues and profits of said premises during the pendency of such foreclosure, and in case of a sale and a deficiency, during the full maturity period of redemption, whether there be redemption or not, as well as during any further times when Mortgages, 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 advantageous in such cases for the protection, possession, control, management and operation of the premises during the whole or part of said period. The Court from time to time may authorize the receiver to apply the net income of the premises in whole or in part to: (a) The discharge of 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 a part of the lien hereon; or (b) by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become a part of the lien hereon; or (c) to pay the deficiency in case of a sale and a deficiency.

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

11. Trustee or the holder of the note shall have the right to inspect the premises at a reasonable time 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, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, 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 shall Trustee be liable for any acts or omissions hereunder, except in case of its 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.

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 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 an identification number or purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be placed thereon by the person herein designated as the maker thereof, and where the release is requested of the original trustee and it has never been recorded or filed, in case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds 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.

14. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the note when used in this instrument shall be construed to mean "notes" when more than one note is used.

15. 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 deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

89053468