(Monthly Payments Including Interest)

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CAUTION: Consult a lawyer betwee using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of morchantability or titness for a particular purpose. 89277509 THIS INDENTURE, made April 20, between Mitchell Lee Hull and Louise Hull, his wife DEFT-01 RECORDING \$2222 TRAN 1484 06/19/89 12:05:00 \$3355 \$ B \(\times - 89 - 277509\) 4815 St. Charles Road, Bellwood, (NO. AND STREET)

herein referred to as "Mortgagors," and MAYWOOD-PROVISO STATE BANK COOK COUNTY RECORDER per annum, such principal survand interest to be payable in installments as follows: One thousand one hundred eighteen & 55/100 Dollars on the 1st day June 1989, and One thousand one hundred eighteen & 56/100-- Dollars on the 185 day of each a day of each a day of 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 18t 0.00 May. 19.77 all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the applied principal hance and the remainder to principal; the partien of each of said installments constituting principal, to the extent not paid when due, to be a rate as a set of a first the date for payment thereof, at the rate of 13.50 per continuous per annum, and all such payments being made payable at 411 Madison Straet, Maywood, IL 60153 or at such other place as the lagar holder of the note may, from time to time, as yre may appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, tagether with accrued interest thereon, shall become at once due and payable, at the physical continuous for three days in the performance of any decrease default shall occur in the payment, when due, a sy installment of principal or interest in accordance with the terms thereof or in case default shall occur and continuous for three days in the performance of any decreased in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and may an parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest. NOW THEREFORE, to secure the payment of the still 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 performed, and also in consideration of the sum of One Dolfar in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY AND WARRANT into the Trustee, its or his successors and assigns, an following described Real Estate and all of their estate, right, title and interest therein. situate, lying and being in the V111age of Bellwood COUNTY OF Cook AND STATE OF ILL, INOIS, to wit: Lot 17 (except the East 1) and Lot 10 in Block 21 in Hulbert's St. Charles Road subdivision to the North 1 of Section 8 Township 39 North, Range 12 East of the Third Principal Meridian, in Cook Councy, Illinois (SEE ATTACHED RID'R) which, with the property hereinafter described, is referred to herein as the "premises. Permanent Real Estate Index Number(s): 15-08-211-033 Address(es) of Real Estate: 4815 St. Charlus Road, Bellwood, T. 60104 TOGETHIR with all improvements, tonoments, ensements, and appartenances thereto belonging, and all tents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which must, issues and profits are pledged promy rive and on a parity with said real estate and nut secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supra beet, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without festated up the foregoing), screens, window shades awainings, storm doors and windows, floor coverings, insider beets and water heaters. All of the foregoing are if related 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 it, indiar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the footgagor beautiful and the premises by Mortgagors or their successors or assigns shall be part of the footgagor for the controlled and the premises by Mortgagors or their successors or assigns shall be part of the footgagor for their successors or assigns shall be part of the footgagor for their successors or assigns shall be part of the footgagor for their successors or assigns shall be part of the footgagor. TO HAVE AND TO HOLD the premises onto the said Tustee, its or his successors and assigns, forever, for the propose, and upon the uses and trusts berein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of h '000', Thick said rights and benefits Mortgagors do hereby expressly release and waive The name of a record owner is: Mitchell Lacitutt and Louise Hull, his wife This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust ) beed) 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 brondagues, their heirs, successors and assigns. Witness the hands and seals of Mortgagors the day and year first above written. Mitchell Las Hull PRINT OR TYPE NAME(S) MITCHELL LEE HULL Cook ... 1, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Mitchell Lockell and Louise Hull, 1.00 8. Sol personally known to me to be the same person 3 whose name 3 410 mulnicilled to the longoing instrument, เพ้ากรรร SEAL SEAL 1.03 R. Sol. Repeated to the true and person, and acknowledged that ... E. h. ay signed, sented and delivered the sold instrument as Notary P4: Commission Extrigit of homestead.

Criven under my hand graph fregal seat, this 20th day of April 1.00 free and your commission expires. This instrument was propured by Shelln R. White; Notary Public 411 Madison Street, Maywood, (NAME AND ADDRESS) OFFICIAL SEAL Lea R. Salyers HATWOOD-PROVISO STATE BANK 411 Madison Street 60153 Maywood Cyyhi (2005 4is) (STATE)

## THE FOLLOWING ARE THE COVENA VIS. CONDITIONS AND PROVISIONS REVERED 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 buildings now or at any time in process of erection upon said premises; (6) camply 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 as no ized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice as the interest thereon at the rate of nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the not lers of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, state and or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the verificity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay eac', 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 secure as all 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 be a 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 be a nortaged 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 spenses 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, fier ontry 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 ordence to hidders 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 nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with a jamy action, suit or proceeding, including but not ilimited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaint fit, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) 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 distinuously of 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 indebted as 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 Dec., 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. St. In 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 profits and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times who hortgagors, except for the intervention of the premise during the whole of said 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 licerce foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become reperior to the lien hereof or of such licerce, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and tradicioney.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to uny defense which would not 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 up a class 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 by obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for every 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 exquire 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 the genuine note herein described any note which henry 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 flied 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,
    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.

	The Installment Note mentioned in the within Trust Deed has been
IMPORTANT	
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER. THE NOTE SECURED BY THIS TRUST DEED	identified herewith under Identification No.
SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE	
TRUST DEED IS FILED FOR RECORD.	Trustee

UNOFFICIAL COPY, , , ,

## RIDER TO TRUST DEED

The Borrower agrees to pay monthly one-twelvth (1/12) of the yearly real estate taxes to be placed in an escrow account at MAYWOOD-PROVISO STATE BANK, an Illinois Banking Corporation, 411 Madison Street, Maywood, Illinois. However, should the established escrow account not be sufficient to cover the total billings received, the Borrower agrees to pay the balance due on such billings. Beginning on June 1, 1989 a payment of Ninety-five and 00/100—dollars (\$95.00) is due for the yearly real estate taxes. Said payments are to continue on the Ist. day of each month thereafter until notified in writing of a change in payment to be held in the escrow account. MAYWOOD-PROVISO STATE BANK requires of the Borrower that an escrow account be sufficient to cover these payments; therefore, the yearly real estate taxes will be reviewed, from time to time, in order to accommodate the decrease/increase in such bills received.

Transfer of the Property or a Beneficial Interest in Borrower: if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Federal Law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which becomer must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

DATED: April 20, 1989

MITCHELL L. HULL

TOUTSE HULL

ASZ77509

## **UNOFFICIAL COPY**

Soorty or Coot County Clerk's Office