

TRUST DEED  
SIMPLE INTEREST  
FIXED RATE  
INSTALLMENT

UNOFFICIAL COPY

3 9 3 0 4 1 2 2

THIS INDENTURE, made June 26, 19 89

between Sally Lillwitz, a widow not since remarried as to an undivided 1/2 interest and Gerald T. Zarembski and Sharon M. Zarembski, his wife as joint tenants as to an undivided 1/2 interest.  
14111 Tod William Drive, Orland Park, IL 60462

89301722

herein referred to as "Mortgagor", and

MIDLOTHIAN STATE BANK, an Illinois banking

Corporation, with its principal office at

3737 W. 147th St. Midlothian, Illinois 60445

(The above space for recorder's use only)

herein referred to as "Trustee", witnesseth

THAT WHEREAS the Mortgagor, being justly indebted to Trustee, has concurrently herewith executed and delivered a certain Note bearing even date herewith in the Principal sum of One hundred two thousand three hundred thirty-two and 00/100 dollars made payable to the order of Midlothian State Bank, in and by which said Note the Mortgagor promises to pay said principal sum together with interest on the balance of principal remaining from time to time unpaid at the rate of 12.50 percent per annum from June 26, 19 89, until maturity payable in 179 installments of 1,261.26 each and a final installment of 1,261.26 beginning on July 26, 19 89, and continuing on the same day of each successive month thereafter until fully paid, all of said payments being made payable to Midlothian State Bank, 3737 W. 147th St. Midlothian, Illinois, or at such other place as the legal holder of said Note may from time to time in writing appoint

ALL OF THE TERMS AND PROVISIONS OF SAID NOTE ARE INCORPORATED HEREIN BY REFERENCE AND ARE EXPRESSLY MADE A PART HEREOF

This Trust Deed consists of four pages. The covenants, conditions and provisions appearing on the following pages are incorporated herein by reference and are made a part hereof and shall be binding on Mortgagor, his heirs, successors and assigns.

NOW THEREFORE, the Mortgagor, to secure the payment of said sum in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and a sum 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 his estate, right, title and interest therein, whether such estate, right, title and interest is acquired before or after execution of this Trust Deed, situate, lying and being in the Village of Orland Park County of Cook and State of Illinois, to wit:

Lot 179 in Clearview Estates Unit Number 3, a Subdivision of part of the Southeast 1/4 of Section 3, Township 35 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. #: 27-03-410-001

Commonly known as: 14111 Tod William Drive, Orland Park, IL

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

89301722

# UNOFFICIAL COPY

For the protection of both the borrower and lender, the Note secured by this Trust Deed should be identified by the Trustee before the Trust Deed is filed for record.

THE NOTE MENTIONED IN THE WITHIN TRUST DEED HAS BEEN IDENTIFIED HEREWITH UNDER IDENTIFICATION NO. 877570-60  
Midlothian State Bank 3737 W. 147th St. Midlothian, Illinois 60445

Mail this instrument to  
Midlothian State Bank 3737 W. 147th St. Midlothian, Illinois 60445

This instrument was prepared by: Rhonda Davis

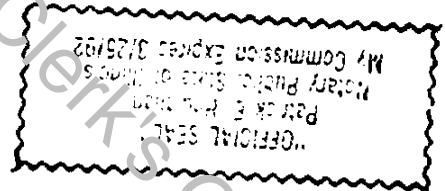
Commission Expires \_\_\_\_\_ Notary Public \_\_\_\_\_

Given under my hand and official seal \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.  
that she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her own free and  
aforesaid for the uses and purposes therein set forth, and the said  
they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as  
and persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ respectively, appeared before me this day in person and acknowledged that  
of said Bank, who are personally known to me to be the same  
County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ ss. I, \_\_\_\_\_ a Notary Public, in and for said  
State of Illinois, County of \_\_\_\_\_

BY \_\_\_\_\_ ATTEST \_\_\_\_\_  
AS AFORESAID AND NOT PERSONALLY AS TRUSTEE

IN WITNESS WHEREOF, \_\_\_\_\_ not personally but as Trustee as aforesaid, has caused these presents to be signed by its \_\_\_\_\_ and its corporate seal to be hereunto affixed and attested by its \_\_\_\_\_ on the day and year first above written.

(IF MORTGAGOR IS A LAND TRUST)



DEPT-01 \$15.00  
175555 TRAV 3958+07705789 18-27-00  
46364 + E \* -89-304722  
COOK COUNTY RECORDER  
Notary Public

Commission expires \_\_\_\_\_  
Given under my hand and official seal, this \_\_\_\_\_ 26th \_\_\_\_\_ day of \_\_\_\_\_ June \_\_\_\_\_ 19 \_\_\_\_\_ 89

of the right of homestead instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver  
personally known to me to be the same person \_\_\_\_\_ whose name is \_\_\_\_\_ subscribed to the foregoing instrument  
said, DO HEREBY CERTIFY that Sally Lilitz, a widow & Gerald Zaremski & Sharon Zaremski, his wife  
State of Illinois, County of \_\_\_\_\_ ss. I, the undersigned, a Notary Public in and for said County in the State aforesaid-

(Type name below signatures)  
X Sally Lilitz (Seal)  
X Sharon Zaremski (Seal)  
X Gerald Zaremski & Sharon Zaremski (Seal)

IN WITNESS WHEREOF, the Mortgagor has executed this Trust Deed on the day and year first above written.

(IF MORTGAGOR IS AN INDIVIDUAL) 89304722

89304722

89304722



# UNOFFICIAL COPY

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 secured indebtedness additional to that evidenced by the Note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any surplus to Mortgagor, his 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 Deed, 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 Mortgagor 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. Such receiver shall have the 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 for redemption, whether there be redemption or not, as well as during any further times when Mortgagor, 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 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 decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, (2) the deficiency in case of a sale and deficiency.

10) No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense which would not be 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 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, 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 be liable for any 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 require 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 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 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 contained of the principal Note on which purports to be executed by the persons herein designated as makers thereof.

14) 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 death, resignation, inability or refusal to act of Trustee, \_\_\_\_\_ shall be first Successor in Trust and in the event of his or her 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) If all or any part of the premises, or any interest therein, is sold or transferred by the Mortgagor, or by any person or persons claiming an interest in the premises by, through or under the Mortgagor including an assignment of beneficial interest or a sale by Articles of Agreement for Deed, the Trustee may, at its option, declare all the amounts secured by this Trust Deed to be immediately due and payable.

16) Any provision of this Trust Deed which is unenforceable or is invalid or contrary to the law of Illinois or the inclusion of which would affect the validity, legality or enforcement of this Trust Deed, shall be of no effect, and in such case all the remaining terms and provisions of this Trust Deed shall subsist and be fully effective the same as though no such invalid portion had ever been included herein.

17) This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons have executed the Note or this Trust Deed. In the event this Trust Deed is executed by more than one person, then the word "Mortgagor" shall include and mean all of such persons, and all of the covenants and undertakings contained herein shall be the joint and several obligations of such persons and each of them. The use of any gender shall be applicable to all genders. The word "Note" when used in this instrument shall be construed to mean "Notes" when more than one Note is used.

18) TO THE EXTENT PERMITTED BY APPLICABLE LAW, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS TRUST DEED ON ITS OWN BEHALF AND ON BEHALF OF THE TRUST ESTATE, ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS TRUST DEED.

19) If this Trust Deed is executed by a Trust, \_\_\_\_\_ executes this Trust Deed, not personally, but as Trustee as aforesaid, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are intended, not as personal covenants, undertakings and agreements of the undersigned, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by \_\_\_\_\_ as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, \_\_\_\_\_, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal Note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the holder or holders of said principal Note hereof, and by all persons claiming by or through or under the holder or holders, owner or owners of such Note, and by every person now or hereafter claiming any right or security hereunder, except that this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser, or guarantor of said Note.

89301722