

THEODORE W. LARSON AND JEAN LARSON, HIS WIFE

OCTOBER 19.

19 90

, between

90552509

herein referred to as "Mortgagors," and

# **EDGEGOOD BANK**

an Illinois corporation doing business in Countryside, Illinois, herein referred to as Trustee, witnesseth,

THAT WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note herein-  
after described, said legal holder or holders being referred to as Holders of the Note, in the Principal Sum of

-----FIFTEEN THOUSAND DOLLARS AND NO/100----- Dollars

evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to

## WEARER

and delivered, in and by which said Note the Mortgagor promise to pay the said principal sum together with interest thereon as provided in said note, said principal and interest being

payable in monthly installments on the 23RD day of each month commencing with DECEMBER 1971  
THE B&P FINANCIAL CORP., INC.  
801/72 E. 33rd St. New York, N.Y. 10016  
COURT CLERK'S OFFICE

until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the  
23RD day of NOVEMBER 1990; provided that the principal of each installment unless  
paid when due shall bear interest at the rate of  $\frac{1}{12}$  per cent per annum, and all of said principal and interest being  
made payable at Edgewood Bank, Countryside, Illinois, TWELVE AND ONE HALF (12.50%).

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and any advances made by the holder of this note, 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 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, situated, lying and being in the Village of COUNTRYSIDE

**County of COOK and State of Illinois**

COUNTRYSIDE

County of COOK and State of Illinois

Ko witi

LOT 310 IN ROBERT BARTLETT'S LA GRANGE HIGHLANDS UNIT NO. 4, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17 (EXCEPT THE SOUTH 310 FEET OF THE WEST 525 FEET THEREOF, ALSO EXCEPT THEREFROM THAT PART LYING SOUTH OF THE HIGHWAY RUNNING DIAGONALLY ACROSS THE SOUTH END OF SAID NORTHWEST 1/4) ALL IN TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 18-17-105-012

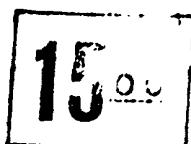
**THIS IS A JUNIOR MORTGAGE**

90552-113

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

This document was prepared by

Tony Threlk  
EDGEWOOD BANK  
1029 W. 55th Street  
CountrySide, Illinois 60525



# UNOFFICIAL COPY

STATE OF ILLINOIS  
County of COOK } ss.

I, MARY OWENS

a Notary Public in and for and residing in said County, in the State aforesaid,  
DO HEREBY CERTIFY THAT THEODORE W. LARSON AND JEAN LARSON,  
HIS WIFE

who ARE personally known to me to be the same person S whose name  
S ARE subscribed to the foregoing Instrument, appeared before me this day in  
person and acknowledged that THEY signed, sealed and delivered said  
Instrument as THEIR 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 19TH

day of OCTOBER, A.D. 1990.

Mary Owens  
Notary Public.



The Installment Note mentioned in the  
within Trust Deed has been identified  
herewith under:

Identification No. 341-14001

## TRUST DEED

For Installment Note

as Trustee  
By Ronald Lawrence  
EDGEGOOD Vice President.  
ASSISTANT

To  
EDGEGOOD BANK  
Trustee

15<sup>00</sup>

EDGEGOOD BANK  
COUNTRYSIDE, ILLINOIS

9055508

# UNOFFICIAL COPY

10. 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. 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. 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 there be redemption or not, as well as during any further times 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 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.

11. 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 interposing same in an action at law upon the note hereby secured.

12. 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.

13. 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 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.

14. 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 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 note and which purports to be executed by the persons herein designated as makers thereof; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying 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 substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

15. 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 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, and any Trustee or successor shall be entitled reasonable compensation for all acts performed hereunder.

16. 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 liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

17. That it is the intent hereof to secure the payment of the note herein described, whether the entire amount shall have been advanced to the mortgagors, or to their successors in title, at the date hereof, or at a later date; or, having been advanced to the mortgagors, or to their successors in title, shall have been repaid in part and further advancements made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the amount named in said note, plus any amount or amounts that may be added to the mortgage indebtedness under the terms hereof, in order to protect the security. Such additional advances may be evidenced by a note or agreement executed by the mortgagors, or their successors in title.

Witness the hand S and seal S of Mortgagors the day and year first above written.

X Theodore W. Larson \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
THEODORE W. LARSON

X Jean Larson \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
JEAN LARSON

REAL ESTATE TRUST DEED  
ES-11-2

9055-569

# UNOFFICIAL COPY

9. The proceeds of any receivable arising out of the premises shall be distributed among the partners in the following order of priority: First, to the account of all costs and expenses incident to the collection, if any, of such items independently; second, to the heirs under the terms hereof; third, to the principal and independent members additional to that evidenced by the note, with interest accrued as herein provided; fourth, to the heirs of the deceased member; fifth, to the heirs of the surviving member.

7. **Mortgagors** 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 or holders of the note, and without notice to any other, all unpaid indebtedness secured by this Deed shall, notwithstanding any provision to the contrary, be paid over to the trustee, in the county where the property is situated, at any time after the date of maturity of the note, all unpaid indebtedness so paid over to the trustee, and the trustee shall then have the same rights and powers as if he were the holder of the note.

5. The trustee of the bodies of the above bodies, however, save as aforesaid marking, may grant permission to any person to make any alteration in any document or instrument, or to add any new clause or condition, or to change any existing clause or condition, in accordance with the provisions of the said Act.

3. In case of default by either of the holders of the note, any sum paid or any payment of performance by any other person purporting to be a holder of the note, shall never be considered as a waiver of any right accruing to them on account of any default by either of the parties to the note.

3. **Mobile Phone Theft**: Both parties can prevent mobile phone theft by using anti-theft software, setting up strong passwords, and enabling location tracking features.

for which any building or improvement now or hereafter on said premises be substituted or replaced without the consent in writing of the trustee, or the holder and owner of the note secured hereby, and any lease in favor of any person holding a leasehold interest in said premises shall be hereby expressly made subject and subordinate to the terms of this trust deed.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

**TO HAVE AND TO HOLD** the premises herein set forth, free from all rights and encumbrances under and by virtue of the above-mentioned powers, and upon the same and during the term or terms hereinafter mentioned, for the uses and purposes and in the manner and for the time and in the place and upon the conditions and subject to the restrictions and covenants contained in the instrument of conveyance.

**TOGETHER** with all improvements, features, elements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits therefrom for so long and during all such time as Seller agrees may be entitled thereto (which may be contingent upon payment of the real estate tax).