

UNOFFICIAL COPY

This Indenture,

Made

OCTOBER 19,

19 90

, between

THEODORE W. LARSON AND JEAN LARSON, HIS WIFE

90552508

herein referred to as "Mortgagors," and

# EDGEWOOD 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

BEARER

and delivered, in and by which said Note the Mortgagors 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

DEFINITION OF TERMS  
T#8888  
#072  
COOK

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, 19 90; provided that the principal of each installment unless paid when due shall bear interest at the rate of 12.50% 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

to wit:

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

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

This document was prepared by

15.00

*Jana Howard*  
EDGEWOOD BANK  
1023 W. 55th Street  
Countryside, Illinois 90525

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90552508

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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. 19 90.



Mary Owens  
Notary Public.

The Installment Note mentioned in the  
within Trust Deed has been identified  
herewith under:  
Identification No. 341-14001

**Edgewood Bank**

as Trustee  
By Alan Larsson  
~~XXXXXXXX~~ Vice President.  
ASSISTANT

**TRUST DEED**

For Installment Note

To  
**EDGEWOOD BANK**  
Trustee

**15<sup>00</sup>**

**EDGEWOOD BANK**  
COUNTRYSIDE, ILLINOIS

90555509

Property of Cook County Clerk's Office

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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 confirms in substance with the description herein contained of the 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 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 (and) 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 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

90557509

