

TRUST DEED IN ILLINOIS
For Use With Note Form 1440

(Monthly Payments Including Interest)

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THIS INDENTURE, made on November 29, 1990,

between Phyllis Green F/N/A Phyllis Bell, Divorced and Not Since Remarried,

24 Apache Street, Park Forest, IL 60466
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and Maywood-Proviso State Bank,

an Illinois Banking Corporation,

411 Madison Street, Maywood, IL 60153
(NO AND STREET) (CITY) (STATE)

herein referred to as "Trustee," witnesseth, That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Maywood-Proviso State Bank and delivered, in and by which note Mortgagors promise to pay the principal sum of \$13,500.00 and interest from December 29, 1990, on the balance of principal remaining from time to time unpaid at the rate of 12.5% per annum, such principal sum and interest to be payable in installments as follows: Two Hundred Ninety-Eight and 01/100th Dollars on January 1, 1991, and Two Hundred Ninety-Eight and 01/100th Dollars on January 1, 1992, and \$13,500.00 and Six Hundred Twenty-Nine and 88/100ths Dollars on January 1, 1993, and so on, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 14.5% per cent per annum, and all such payments being made payable at 411 Madison Street, Maywood, IL 60153, or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said 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 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, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situated, lying and being in the City of Park Forest, COUNTY OF COOK, AND STATE OF ILLINOIS, to wit:

Lot 10 in Block 9 of the Village of Park Forest Area Number 1, Being a Subdivision of the Northwest 1/4 and the Northeast 1/4 of Section 30, Township 35 North, Range 14, East of the Third Principal Meridian, lying South of South Right of Way Line of the Elgin, Joliet and Eastern Railroad in Cook County, Illinois.

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

Permanent Real Estate Index Number(s): 32-30-210-052

Address(es) of Real Estate: 24 Apache Street, Park Forest, IL 60466

TOGETHER with all improvements, tenements, easements, 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 rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restating the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, indoor beds, stoves and water heaters. All of the foregoing are declared 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 a furnace or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 Mortgagors do hereby expressly release and waive.

The name of a record owner is: Phyllis Green F/N/A Phyllis Bell, Divorced and Not Since Remarried.
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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

Phyllis Green (Seal)
PHYLIS GREEN

(Seal)

PLEASE PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)
F/N/A *Phyllis Bell* (Seal)
PHYLIS BELL

(Seal)

State of Illinois, County of _____, in the State aforesaid, DO HEREBY CERTIFY that Phyllis Green F/N/A Phyllis Bell,
Divorced and Not Since Remarried,

IMPRESS OF A NOTARY PUBLIC
SEAL May 1, 1991
HERE MARY A. MARONCELLI
Notary Public, State of Illinois
My Commission Expires April 1, 1992
My Commission Expires April 1, 1992
Personally known to me to be the same person _____ whose name is _____ subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument as
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 official seal, this 29th day of November, 1990.
Commission expires March 7, 1991. *Marcia Maroncelli*, November 19, 1990.
Marcia Maroncelli, 411 Madison Street, Maywood, IL 60153
Notary Public

This instrument was prepared by Marcia Maroncelli, 411 Madison Street, Maywood, IL 60153
(NAME AND ADDRESS)

Mail instrument to MAYWOOD-PROVISO STATE BANK
TO MAYWOOD
(CITY) IL
(STATE) 60153
(ZIP CODE)

OR RECORDER'S OFFICE BOX NO. 3
1300

THIS FOLLOWING AND COVENANTS, CONDITIONS AND PROVISIONS HEREBY MADE TO ON PAGE 1 OF THIS CONTRACT.

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 destroyed; (3) keep said premises free from any indebtess which may be incurred by a tenant or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of such prior lien to trustee or to holders of the note; (4) complete within a reasonable time any building or building upon said premises with all requirements of law or municipal ordinances, with respect to said premises except 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 charges, and other charges against the premises when due, and shall, upon written request, furnish to trustee or to holders of the note, copies of all documents which Mortgagors may execute, any tax or assessment which

2. Mortgagor shall pay before any penalty attaches all general taxes, service charges, and other charges against the premises when due, and shall furnish written record of payment to the trustee.

3. Mortgagor 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 money's sufficient either to pay the cost of replacing such buildings secured hereby, all in companies satisfactory to the holders of the note, in case of loss or damage, to the benefit of the holders of the note, such rights to be evidenced by the blank and mortal, 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.

in case of default thereon, trustee or holders of the note may, but need not, make any payment or payments in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on account of discharge, compromise or settle any tax lien or other prior lien or claim thereon, or redeem

any other money advanced by Trustee or the
Trustee or the
Trustee for each month concerning
such additional indebtedness, secured hereby, and what shall become immediately due and
payable without notice and without demand, inaction or failure of holder or holders of the note which never shall never be construed as a
waiver of any right accruing to them on account of any default hereunder on the part of Rongrong.

6. Mortgagor shall pay such item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, and without notice to Mortgagor, all unpaid indebtedness accrued by him up to the date of maturity of the note or notes, and all taxes, assessments, and other charges which may be levied upon the property mortgaged, and all costs and expenses of collection, including attorney's fees.

7. When the indebtedness hereby secured shall become due whether by the terms of the notes or otherwise, or in case default shall occur and continue for three days in the performance of any obligation contained in any note or other instrument, or in case default shall occur and continue for three days in the performance of any obligation contained in any note or other instrument, or in case default shall occur and continue for three days in the performance of any obligation contained in any note or other instrument.

NOTICE TO LIENHOLDERS
RE: THE ENFORCEMENT OF A MORTGAGE DEBT
IN THE STATE OF ILLINOIS

NOTICE IS HEREBY PROVIDED BY THE TRUSTEE PROVIDED IN THE DEED OF TRUST, THAT THE TRUSTEE IS ENTITLED TO FORECLOSE THE LIEN HEREON, IN ANY SUIT TO FORECLOSE THE LIEN HEREON, THERE SHALL BE ALLOWED AND INCLUDED AS ADDITIONAL IN THE LIEN, ALL EXPENSES WHICH MAY BE PAID OR INCURRED BY OR ON BEHALF OF TRUSTEE OR HOLDERS OF THE NOTE FOR ATTORNEY'S FEES, APPRAISER'S FEES, OUTLAYS FOR DOCUMENTARY AND EXPERT EVIDENCE, ALIMENTARY CHARGES, PUBLICATION COSTS AND COSTS OF PUBLIC RECORDS AND ABSTRACTS OF TITLE, TITLE SEARCHES AND EXAMINATIONS, WHICH MAY BE EXPENDED AFTER ENTRY OF THE DECREE) OF PURSUING A LENDER'S RIGHTS, INSURANCE POLICIES, TORRENS CERTIFICATES, AND SIMILAR DATA AND INSURANCES WITH RESPECT TO THE PROPERTY SECURED BY THE NOTE, AS TRUSTEE OR HOLDERS OF THE NOTE MAY DEEM NECESSARY, EITHER TO PROSECUTE SUCH SUIT OR TO EVIDENCE TO BIDDERS 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, WHETHER IN THIS PARAGRAPH MENTIONED SHALL BE, 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) ANY ACTION, SUIT OR PROCEEDING, INCLUDING BUT NOT LIMITED TO PROBATE AND BANKRUPTCY, LEASING OR DEFECTIVE TITLE, OR OTHER CAUSE, WHICH EITHER OF THEM SHALL BE A PARTY, EITHER AS PLAINTIFF, DEFENDANT, OR THIRD-PARTY, OR IN WHICH THEY SHALL BE INVOLVED.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account all costs and expenses incident to the foreclosure proceedings, including but not limited to the items mentioned in the preceding paragraph hereof; second, on account of all other items which under the terms hereof constitute secured indebtedness, including but not limited to the amounts due on the notes, bonds, or other obligations referred to in Article 1, Section 1, and Article 2, Section 1, hereof; third, on account of all other debts, claims, and demands of every kind and nature, whether liquidated or unliquidated, which may be due from the mortgagor to the mortgagee at the time of such sale; fourth, on account of all taxes, assessments, and charges which may be due on the premises at the time of such sale; fifth, on account of all other debts, claims, and demands of every kind and nature, whether liquidated or unliquidated, which may be due from the mortgagor to the mortgagee at the time of such sale.

9. Upon or at any time after the filing of a complaint for forcible entry and detainer, or any other action against the receiver of such premises, such receiver may demand a copy of the title to the property, and the name and address of the owner, and shall have the same furnished him, and he may sue thereon, and interest and damages unpaid, forthwith, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

in respect to the solvency of the receiver, and without regard to the then value of the premises or whether the same shall be then occupied as a homelead or not and the trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents 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 reemption or not, as well as during any further times when the 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 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

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 available to the party in opposing same in an action at law upon the note hereby executed, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

11. The trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be per-
12. Trustee has no duty to examine the title to the

that shall not be entitled to record any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities before exercising any power herein given.

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 the principal note, representing that all indebtedness secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, 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 executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note described any note which may be presented and which conforms in substance with the description herein contained of the original trustee.

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 recorded or filed. In case of the death, resignation, inability or refusal to act of trustee

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through them, or their heirs, executors, administrators, successors, assigns, and personal representatives, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the principal sum or interest due thereon, whether or not such persons shall own title to the premises at the time of the making of this instrument, and the word "successor" shall include any Successor in Trust hereunder.

UNOFFICIAL COPY

SITZOS

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE WITH THE NAME OF THE TRUST MENTIONED IN THE TRUST DEED HAS BEEN IDENTIFIED HEREWITHE UNDER IDENTIFICATION NO. _____

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