

UNOFFICIAL COPY

This Indenture, Made this 19th day of January, A. D. 19 90,

between J. ANTONIO GONZALEZ and BARBARA JEAN GONZALEZ, his wife,

of the City of Chicago Heights, in the County of Cook, in the State of Illinois, party of the first part, and BRUCE W. BOCKELMANN, of the Township of Washington, County of Will, and State of Illinois, as Trustee, party of the second part, WITNESSETH:

THAT WHEREAS, The said

J. ANTONIO GONZALEZ and BARBARA JEAN GONZALEZ, his wife, grantor S herein being justly indebted upon one principal promissory note bearing even date herewith, payable to the order of Bearer, said note being in the principal sum of Seventy-Five Thousand and no/100 (\$75,000.00) Dollars, payable in 182 days from date hereof, with interest thereon at the rate of 10.00% per annum, from the date of disbursement, payable at maturity. Principal and interest payable in lawful money of the United States of America at the Farmers State Bank of Beecher, Beecher, Illinois, or such other place as the legal holder thereof may from time to time in writing appoint. All payments on account of the indebtedness shall be first applied to interest on the balance of principal unpaid, to the date of payment, and the remainder to principal. Principal, if not sooner paid, due July 20, 1990.

In the event the property described herein is sold by the maker hereof then note described herein shall be due and payable in full instanter. Provided however that the owner of or holder of note may consent to release of this provision for acceleration.

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The identity of the said principal note hereby secured is evidenced by the certificate thereof of said Trustee.

NOW THEREFORE, the said party of the first part for the purpose of securing the payment of said principal sum of money and said interest, according to the true intent and meaning of said principal note, and of said interest notes, and for the purpose of securing the faithful performance of the covenants and agreements herein contained, and also in consideration of the sum of one dollar (\$1.00) in hand paid, do hereby these presents convey and warrant unto the said party of the second part the following described real estate, with the improvements thereon and the rents, issues and profits thereof, and all lifting, heating, lighting and plumbing apparatus and all other fixtures now, or that may be hereafter, attached to said premises, and everything appurtenant thereto, situated in the County of Will, in the State of Illinois, to-wit:

PARCEL I:

Lot 2 of the Subdivision of the East 1/2 of the North West 1/4 of Section 18, Township 34 North, Range 15 East of the Third Principal Meridian, also the West 1/2 of Lot 1 in a Subdivision of the East 1/2 of the North West 1/4 of Section 18, Township 34 North, Range 15 East of the Third Principal Meridian;

PARCEL II:

Lot 20, in the Assessor's Subdivision of the South West 1/4 of Section 7, Township 34 North, Range 15 East of the Third Principal Meridian according to the plat thereof recorded August 7, 1859, as Document No. 35033, and rerecorded June 15, 1939, in Plat Book 24, Page 8, as Document No. 519211, all in Will County, Illinois.

P.N. Nos. 16-18-100-010 & 16-07-300-020, 1430 Klensie, Crete, IL 60417

(SEE ATTACHMENT FOR PARCEL IN COOK COUNTY, IL)

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

TO HAVE AND TO HOLD the above described premises, with the appurtenances and fixtures unto the said party of the second part, his successors and assigns forever, for the uses and purposes and upon the trusts herein set forth, and for the equal security of said principal and interest without preference or priority by means of priority of time of maturity thereof.

And the said grantor S covenant and agree as follows: To pay said indebtedness and the interest thereon as herein and in said notes provided; to pay prior to the first day of June in each year, all taxes and assessments levied upon said premises; to commit or suffer no waste to said premises, to keep any and all buildings thereon in good repair; to keep all buildings at any time on said premises insured to the full insurable value thereof, against loss by fire and lightning, by policies in companies to be approved by the legal holder of said indebtedness and to deliver to the legal holder of said indebtedness the said insurance policies, with the usual mortgage or trustee clause attached thereto, making all loss, if any, thereunder payable to said Trustee, as interest may appear; to suffer no liens of mechanics or material men or other claims to attach to said premises. And in the event of the failure of said grantor S to pay said taxes and assessments, or to keep said buildings insured as aforesaid, or to keep said premises free from any such liens of mechanics or material men, the holder of said indebtedness may pay such taxes or assessments, or discharge, or purchase any tax lien or title affecting said premises, or may procure such insurance, or settle any lien of any mechanic or material men, or other claims attached to said property, and all moneys so paid and any other moneys disbursed by the legal holder of said indebtedness, to protect the lien hereof with interest thereon at the highest rate for which it is now in such case lawful to contract, from the date of payment, shall be so much additional indebtedness secured hereby, and it shall not be obligatory upon the holder of said indebtedness to inquire into the validity of any such tax liens or titles, taxes or special assessments or sales therefor, or into the validity of any lien of mechanics or material men, or of other claims attaching to said property, in advancing moneys in that behalf as above authorized.

IN THE EVENT OF A BREACH of any of the aforesaid covenants or agreements, on in case of default in the payment of any note secured hereby, or any installment of interest thereon, according to the terms thereof, the whole of said indebtedness shall, at the option of the legal holder thereof, without notice become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, in like manner as if all of said indebtedness had then matured by lapse of time.

IT IS FURTHER AGREED by the grantor S that in case a right of foreclosure or other right of procedure, shall arise hereunder, in any of the manners above specified, the legal holder or holders of said principal note or of any part thereof or the said trustee for the benefit of such holder or holders shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as may be necessary; that all reasonable and necessary expenses and disbursements, paid or incurred in behalf of the complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing an

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CHICAGO TITLE INSURANCE CO

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TRUST DEED

J. ANTONIO GONZALEZ

BARBARA JEAN GONZALEZ

TO

Bruce W. Bockelmann

Trustee

Trust No. _____

Loan No. _____

years at _____

Date _____

19 _____

Bill & Mail to:

Farmers State Bank of Beecher

P.O. Box 457

Beecher, IL 60401

Box 333

(Not to be recorded)

IMPORTANT For the protection of both the borrower and lender, the principal note secured by this Trust Deed should be identified by _____

Trustee

The principal note mentioned in the within Trust Deed has been identified herewith.

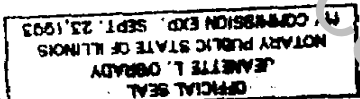
Register No. _____

Trustee

Register No. _____
By _____
NOTARY PUBLIC, ILLINOIS

Property Record Book 90098623

This document prepared by: T. O'Grady, V.P.
Farmers State Bank of Beecher, IL 60401



Jeanette L. O'Grady
Notary Public

personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as the free and voluntary act, for the use and purpose therein set forth, including the release and waiver of the right of homestead.

J. Antonio Gonzalez and Barbara Jean Gonzalez, his wife, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that I, Jeanette L. O'Grady,

STATE OF ILLINOIS
COUNTY OF WILL

J. Antonio Gonzalez (SEAL.)
Barbara Jean Gonzalez (SEAL.)

WITNESS the hand and seal of the grantor on this 19th day of January, A.D. 19 90.
IN THE EVENT of the final liquidation or liquidation of the estate of the grantor as trustee, the then acting Cashier of Farmers of the State Bank of Beecher, Illinois, is hereby appointed to be executor in this trust. When all the aforesaid covenants and agreements have been fully performed, the said Trustee shall release said premises to the party entitled to receive the same, on receiving reasonable charges therefor.
The grantor swears all right to the possession of, and income from said premises pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires and agrees that upon the filing of any bill to foreclose this trust deed, the court in which such bill is filed, may at once and without notice to the said grantor or any party claiming under said grantor appoint a receiver to take possession or charge of said premises with power to collect the rent, issue and profits of the said premises, during the pendency of such foreclosure suit and until the time to redeem the same from any sale thereunder shall expire.
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Anthony R. Kozicki
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ATTACHMENT TO TRUST DEED EXECUTED JANUARY 19, 1990 BY J. ANTONIO GONZALEZ AND BARBARA JEAN GONZALEZ, HIS WIFE.

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PARCEL III: Lots 6, 7, and 8 in Block 38 in Chicago Heights in the Northwest 1/4 of Section 21, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.N. Nos. 32-21-102-002-0000 and 32-21-102-043-0000
Common Address: 166 E. 10th St., Chicago Heights, IL

THIS CONSTITUTES A JUNIOR MORTGAGE ON PARCEL III.

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