

UNOFFICIAL COPY

This Indenture, Made this 9th day of March, A. D. 19 90 between ALVIN R. FUGETT and AMY MARLENE FUGETT, his wife,

of the Village of Beecher, in the County of Will, 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

ALVIN R. FUGETT and AMY MARLENE FUGETT, 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 Forty-Five Thousand and no/100 (\$45,000.00) Dollars, with interest thereon at the rate of 11.00% per annum, from the date of disbursement, such principal sum and interest shall be payable in installments as follows: Four Hundred Sixty-Four and 86/100 (\$464.86) Dollars on the 9th day of April, 1990, and Four Hundred Sixty-Four and 86/100 (\$464.86) Dollars, or more, on the 1st day of each successive month thereafter, to and including the 9th day of February, 1995, with a final Balloon payment of the balance due on March 9, 1995. All such 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 and interest payable in lawful money of the United States of America at the Farmers State Bank of Beecher, Beecher, Illinois, or at such other place as the legal holder of the note may from time to time in writing appoint.

13.00

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:

The North 53.76 feet of the West 61.70 feet of Lot 5 also the West 87.70 feet lying South of said North 53.76 feet of Lot 5 and lying North of the North Right of Way line of the Illinois State Toll Highway in Block 1 in Oliver L. Watson's Cottage Home Addition to Hazel Crest, a Subdivision of the North West 1/4 of the South West 1/4 of Section 29, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.N.#29-29-301-014-0000 Common Address: 17105 Laflin, E. Hazelcrest, IL

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 holder of or owner of note may consent to release of this provision for acceleration.

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 grantorS 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 grantorS so 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 aforesaid—including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing an

72-463380
817231

90113517

TRUST DEED

ALVIN R. FUGETT

AMY MARLENE FUGETT

TO

Bruce W. Bockelmann

Trustee

Trust No. _____

Loan No. _____

_____ years at _____ %

Date _____ 19____

Mortgage to:
Farmers State Bank of Beecher
P.O. Box 457
Beecher, IL 60401

BOX 393 - GG

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(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

By _____

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1990 MAR 14 AM 11:11

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This document prepared by:
J. O'Grady, V.P.
Farmers State Bank of Beecher
Beecher, IL 60401

OFFICIAL SEAL
JEANETTE L. O'GRADY
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES SEPT. 23, 1993

Jeanette L. O'Grady
Notary Public

I, Jeanette L. O'Grady, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Alvin R. Fugett and Amy Marlene Fugett, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the 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 9th day of March, A.D. 19 90.

STATE OF ILLINOIS
COUNTY OF WILL
} ss.

Alvin R. Fugett (SEAL.)
Amy Marlene Fugett (SEAL.)
Amy Marlene Fugett (SEAL.)

WITNESS the hand and seal of the grantors this 9th day of March, A.D. 19 90.

IN THE EVENT of the refusal, resignation or inability of the trustee to act as trustee then the then acting Cashier of Farmers State Bank of Beecher, Illinois, is hereby appointed to be successor 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's waive 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 agree 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 same from any sale thereunder shall expire.

IN THE EVENT of the refusal, resignation or inability of the grantor to act as trustee then the then acting Cashier of Farmers State Bank of Beecher, Illinois, is hereby appointed to be successor 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.

abstract of title showing the whole title to said premises embracing foreclosure decree shall be paid by the grantor. S; that the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor; that such fees, expenses and disbursements shall be an additional lien and charge upon said premises secured by this deed, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, and that such proceedings shall not be dismissed, nor a release hereof given, until all such fees, expenses and disbursement, and the costs of suit have been paid.

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