

UNOFFICIAL COPY

90114279

TRUST DEED

90114279

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made **MARCH 2** 1990, between **JAMES F. MURRAY AND BARBERA M. MURRAY, HIS WIFE** of the **VILLAGE** of **BRIDGEVIEW** County of **COOK** State of **ILLINOIS** herein referred to as "Mortgagors", and **Bridgeview Bank & Trust Company, Bridgeview, Illinois** an Illinois corporation doing business in Bridgeview, Illinois, herein referred to as **TRUSTEE** witnesseth **THAT**, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as **Holders of the Note**, in the principal sum of

FOURTEEN THOUSAND AND NO/100THS-----(\$14,000.00)----- Dollars, evidenced by one certain Instalment 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 and interest from **MARCH 8, 1990**

on the balance of principal remaining from time to time unpaid at the rate of **11.00%** per cent per annum in installments as follows:

THREE HUNDRED FIVE AND 36/100THS----- DOLLARS
 (\$305.36) on the **15TH** day of **MARCH** 19 **90** and

THREE HUNDRED FIVE AND 36/100THS----- DOLLARS
 (\$305.36) on the **15TH** day of each **MONTH**

HEREAFTER said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the **15TH** day of **MARCH** 1995. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each installment unless paid when due shall bear interest at the then highest rate permitted by law and all of said principal and interest being made payable at such banking house or trust company as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Bridgeview Bank & Trust Company, Bridgeview, Illinois.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money 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 hereby 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, situate lying and being in the

COUNTY OF COOK

AND STATE OF ILLINOIS, to-wit:

**LOT 3 IN LECH'S SUBDIVISION OF THE NORTH 1/2 OF LOT 1 IN BLOCK 4 IN
 FREDERICK H. BARTLETT'S OKETO FIELDS BEING A SUBDIVISION IN THE WEST 1/2 OF
 THE NORTH EAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH RANGE 12 EAST OF THE
 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;**

P. I. N. 18-36-204-008

COOK COUNTY RECORDER

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

TOGETHER with all improvements, attachments, fixtures, and appurtenances thereto, including, and all rents, issues and profits thereof for so long and during all such time as they may be entitled thereto, which and profits I primarily and on a parity with said real estate and not secondarily, and all apparatus, equipment or articles now or hereafter attached thereto or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether in kitchen units or centrally controlled) and ventilation (including without restricting the foregoing) screens, window shades, curtains, drapes and window treatments, coverings, pad or beds, awnings, porches and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that an *antenna apparatus*, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered a part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns forever, for the purposes, and upon the uses and trusts herein set forth, to be observed and performed by and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed is a part of the papers, the covenants, conditions and provisions contained on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand of the Mortgagors, the day and year first above written.

 (SEAL) *James F. Murray* (SEAL)
 (SEAL) *Barbera Murray* (SEAL)

JEFF PAGNI

STATE OF ILLINOIS

County of COOK

I, Notary Public in and for and residing in said County, in the State aforesaid, **HEREBY CERTIFY THAT**

 ARE personally known to me to be the same person **S** whose name

 ARE subscribed to the foregoing Instrument, appeared before me
THEY

that they are persons and acknowledge that _____ signed
THEIR
 a deed and delivery of 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

 2ND day of **MARCH** A.D. 19 **90**
 _____ Notary Public

" OFFICIAL SEAL "
 JEFF G. PAGNI
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 10/10/90

D NAME **BRIDGEVIEW BANK & TRUST COMPANY**
 STREET **7940 SOUTH HARLEM AVENUE**
 CITY **BRIDGEVIEW, IL 60455**
 INSTRUCTIONS RECORDER'S OFFICE BOX NO. **206**

RECORDERS' INDEX PERSONAL
 INSERT SHEET ADDRESS OF ABOVE
 DESCRIBED PROPERTY IS
8024 SOUTH OKETO, BRIDGEVIEW, IL
 THIS DOCUMENT PREPARED BY
PETER E. HALEAS, ATTORNEY-AT-LAW
7940 SOUTH HARLEM AVENUE
BRIDGEVIEW, IL 60455

1300

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1. Mortgagee shall keep said premises in good repair and shall make and pay for all repairs and improvements... shall keep said premises in good repair and shall make and pay for all repairs and improvements...

2. Mortgagee shall pay before any penalties, charges, taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall make a written request for such to be added to the next regular payments thereon.

3. Mortgagee shall keep all buildings and other improvements on the premises in good repair and shall pay for all repairs and improvements... shall keep all buildings and other improvements on the premises in good repair...

4. In case of default herein, Trustee or the holder of the note may, at his option, make any payment of principal or interest or both as hereinbefore required... In case of default herein, Trustee or the holder of the note may, at his option, make any payment of principal or interest or both as hereinbefore required...

5. The Trustee or the holder of the note hereby authorized and empowered to execute and record any and all mortgages, deeds, assignments, and other instruments... The Trustee or the holder of the note hereby authorized and empowered to execute and record any and all mortgages, deeds, assignments, and other instruments...

6. Mortgagee shall pay each term of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... Mortgagee shall pay each term of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof...

7. When the indebtedness hereby secured shall become due either by acceleration or otherwise, the holder of the note or Trustee shall have the right to foreclose... When the indebtedness hereby secured shall become due either by acceleration or otherwise, the holder of the note or Trustee shall have the right to foreclose...

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority... The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority...

9. 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... 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...

10. No action for the enforcement of the lien of any provision herein shall be subject to any defense which would not be good and available to the party... No action for the enforcement of the lien of any provision herein shall be subject to any defense which would not be good and available to the party...

11. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose... Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose...

12. Trustee has no duty to examine the title, liens, existing or pending, of the premises, nor shall Trustee be obligated to record this trust deed... Trustee has no duty to examine the title, liens, existing or pending, of the premises, nor shall Trustee be obligated to record this trust deed...

13. Trustee shall, at any time, cause this trust deed and the lien thereon to be properly inscribed upon the records of the county... Trustee shall, at any time, cause this trust deed and the lien thereon to be properly inscribed upon the records of the county...

14. Trustee may assign by instrument in writing filed in the office of the Recorder of Deeds of this county, any or all of the premises... Trustee may assign by instrument in writing filed in the office of the Recorder of Deeds of this county, any or all of the premises...

15. The Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee... The Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee...

16. Without the prior written consent of the holder or holder of the note secured hereby, the Mortgagee or Mortgagee shall not convey or encumber... Without the prior written consent of the holder or holder of the note secured hereby, the Mortgagee or Mortgagee shall not convey or encumber...

17. This Trust Deed shall secure any future advances made by the Mortgagee for any purpose, at any time before the release and cancellation of... This Trust Deed shall secure any future advances made by the Mortgagee for any purpose, at any time before the release and cancellation of...

18. The undersigned agree to pay to the Bridgeview Bank and Trust Company (Bank) each monthly payment due an additional amount equal to one (1/100th) of the annual taxes... The undersigned agree to pay to the Bridgeview Bank and Trust Company (Bank) each monthly payment due an additional amount equal to one (1/100th) of the annual taxes...

19. A late charge on payments made more than 15 days after due date of the month due shall be charged at the maximum rate permissible by law... A late charge on payments made more than 15 days after due date of the month due shall be charged at the maximum rate permissible by law...

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD

The Instrument No. mentioned in the within Trust Deed has been identified here with identification No. 928

Bridgeview Bank & Trust Company, Bridgeview, Illinois, Trustee By: [Signature] VICE PRESIDENT