

# UNOFFICIAL COPY

TRUST DEED

90-114279

SC114279

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 instalments, as follows:

THREE HUNDRED FIVE AND 36/100THS----- DOLLARS (\$305.36) on the 15TH day of MARCH 1990 and

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

WHEREAFTER 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 instalment 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 OWE (A) and WARRANT unto the Trustee, its executors or 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; #3453 : P. # - 911-114279 COOK COUNTY RECORDER

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

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

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such time as Mortgagors may be entitled thereto which are placed or stored upon or on a parity with said real estate and not secondary, and all apparatus, equipment or articles new or otherwise different or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, whether single units or centrally controlled, and ventilation, including without restricting the foregoing, screens, windows, shades, sun shades and sunscreens, fire covers, mud or beds, awnings, boxes and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and if it is ever taken away, another apparatus, equipment or articles hereafter placed in the premises by the Mortgagors or their successors or assigns shall be considered a part of the same part of the real estate.

TO HAVE AND TO HOLD the premises aforesaid to the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, and for the said Trustee, its successors and assigns, forever, for the Homestead Law of the State of Illinois, which said rights and benefits are granted to the said Trustee, its successors and assigns, and by virtue of the Homestead Law of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The written conditions and provisions appearing 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

(SEAL)

(SEAL)

(SEAL)

JEFF PAGNI

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

I, JEFF G. PAGNI, Notary Public in and for and residing in said County, in the State aforesaid, do HEREBY CERTIFY THAT

the above instrument was signed and acknowledged before me on the day of MARCH 2, 1990, and is in my possession and under seal.

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THE CREDIT AGREEMENT AND TRUST DEED FOR THE USE OF MONEY

3. Mortgagor shall, during the period of time herein specified, pay all taxes and assessments levied against the premises and all expenses of repair, maintenance and damage to the said premises and fixtures, and all expenses of insurance, including fire and liability insurance, submitted to the lessor by the lessee, and keep said premises in good condition and repair, and shall not make any building or any building or any structure upon said premises, or complete such a building or any structure, without written consent of the lessor, except in accordance with municipal ordinances with respect to the premises, and the use thereof, or make no material alterations in said premises, except as required by law or by municipal ordinances.

4. Mortgagor shall pay before any penalties attached to principal, taxes, and shall pay special taxes, legal or assessment, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Trustee or his/her holder(s) of the note, the last day of each month, a statement of all amounts due hereunder.

5. Mortgagor shall keep all buildings and other elements of real estate situated on said premises, in good condition and repair, and shall not damage by fire, lightning, or otherwise under policies of insurance in payment of which the sum so paid is to be deducted from the note, and shall pay all expenses of insurance, including fire and liability insurance, submitted to the lessor by the lessee, and all expenses of repair, maintenance and damage to the premises, including fire and liability insurance, submitted to the lessor by the lessee, and the lessor of the note, and shall not make any building or any structure upon said premises, or complete such a building or any structure, without written consent of the lessor, except in accordance with municipal ordinances with respect to the premises, and the use thereof, or make no material alterations in said premises, except as required by law or by municipal ordinances.

6. In case of default thereon, Trustee or the holders of the note may, at their option, make payment or perform any and all covenants required of Mortgagor, in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest or from encumbrance, if any, and purchase, discharge, compromise or settle any claim or other provision of note or claim, heretofore, or hereinafter arising, against said premises or contracts, the same or otherwise. All money so paid for any of the purposes herein set forth, and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Trustee or the holders of the note to protect the unexpired principal plus reasonable compensation to Trustee for each month, concerning which action herein authorized may be taken, shall be so much additional indebtedness created hereby and shall become immediately due and payable, without notice and with interest thereon at the then highest rate permitted by law. In action of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

7. The Trustee or the holders of the note, hereby, making any payment hereby authorized, relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office, without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title claim thereto.

8. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. As the option of the holders of the note, and without notice to Mortgagor, all unpaid indebtedness accrued by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any amount of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

9. When the indebtedness hereby accrued shall become due whether by action of law or otherwise, the holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale, all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, appraisers' fees, costs for documentation and expert evidence, stenographic charges, publication, costs and costs which may be estimated as to be expended after trial of the decree of foreclosing all such alterations of title, or research and examinations, insurance policies, Torrens certificates, and similar data and assurances with respect to title. A trustee or holders of the note may deem to be reasonably necessary either to foreclose such suit or to evidence its judgment. Sudden or any sale which may be had pursuant to such decree the true condition of the title to or of the value of the premises, all expenditures and expenses of the sale, with a paragraph contained shall, be no more than additional indebtedness accrued hereby and immediately due and payable, with interest thereon at the then highest rate permitted by law. When paid or incurred by Trustee or holders of the note in connection with any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, defendant or defendant by reason of his or her act or any indebtedness hereby accrued, as a preparation for the commencement of any suit for the recovery hereof after accrual of such right to foreclose, whether or not actually commenced, or in preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

10. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority. First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph by set, second, all other items which under the laws hereof constitute secured indebtedness additional to those indicated by the note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the fourth, any surplus to Mortgagor, their heirs, legal representatives, or assigns, as their rights may appear.

11. Upon, or at any time after the filing of a bill of foreclosure 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 of such premises, without regard to the solvency or insolvency of Mortgagor 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 Mortgagor, except for 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 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 accrued hereby, or by any decree foreclosing this trust deed, or (2) any special assessment or other lien which may be or become superior to the then accrued or of such decree, provided such application is made prior to foreclosure sale of the debt in case of a sale and deficiency.

12. No action for the enforcement of the lien or any provision herein shall be subject to any defense which would not be good and available to the party in causing same in an action at law upon the note hereby secured.

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

14. 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 charged by the terms hereof, nor shall Trustee be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct on the part of agents or employees of Trustee, and it may require indemnity, satisfactory to it before exercising any power herein given.

15. Trustee shall release this note, but not the obligation to pay principal and interest, to any person who shall, either before or after maturity, thereby produce and exhibit to Trustee the evidence respecting that all indebtedness herein accrued has been paid, which respects to Trustee has accepted as true without inquiry. Where a release is required of any such claim, such as a case of trustee, such as case of trustee may accept as genuine and bona fide, new and true, which bears a certificate of identity, and purporting to be executed by a agent trustee hereunder, of which it certifies in writing, with the description herein contained of the note and which purports to be true, or by the person herein designated as the maker thereof, and where the release is signed in the name of the maker, and it has never executed a release or any instrument identifying it, save as it has described herein, it may accept as the genuine and true in its description and true, 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 person herein designated as maker thereof.

16. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles, in which such instrument shall have been recorded or filed, in case of the resignation, and may, at refusal to act, if Trustee, the then Recorder or Deeds of the county in which the premises are situated, shall be Successor to Trustee. Any Successor to Trustee hereunder shall have the identical title, powers and authority as are herein given. Trustee and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

17. The Trust Deed and all processes hereon shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the note, Mortgagor, acknowledged herein shall induce all such persons and all persons title for the payment of the indebtedness, or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

18. Without the prior written consent of the holder or holders of the note accrued hereby, the Mortgagor or Mortgagors shall not convey or encumber title to the premises herein involved. The holder or holders of the note accrued hereby may elect to accelerate the entire unpaid principal balance, as provided for in the note for breach of this covenant and, delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in such such conveyance or encumbrance.

19. This Trust Deed shall secure, any future advances made by the Mortgagor, for any purpose, at any time before the release and cancellation of this mortgage, but at no time shall this mortgage secure advances on account of said original note and such additional advances in a sum in excess of **FOURTEEN THOUSAND AND NO/100THS \$14,000.00**, provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the mortgage."

20. The undersigned agree to pay to the Bridgeview Bank and Trust Company (Bank) on each monthly payment date an additional amount equal to one-half (1/2) of the annual taxes and assessments levied against the mortgaged premises, and one-twelfth (1/12th) of the annual premium for insurance carried in connection with said premises, all as estimated by the Bank. All taxes and assessments become due and payable and insurance policies expire on premiums due on or before due date, the Bank is authorized to use such money for the purpose of paying such taxes or assessments, or renewing insurance policies or paying premiums thereon, and in the event such monies are insufficient for such purpose the undersigned agree to pay to the Bank the difference forthwith. It shall not be obligatory upon the Bank to inquire into the validity or accuracy of any of said items, for making payment of the same and nothing herein contained shall be construed as requiring the Bank to advance other moneys for said purposes nor shall the bank incur any personal liability for anything it may do or omit to do hereunder.

21. 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 Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. **928**.

Bridgeview Bank & Trust Company, Bridgeview, Illinois, Trustee

By Marty J. Cebelis Vice President