in the State

of the

## COOK COUNTY, ILLINOIS ું ∷ું **9 છે ઉત્કો (<sub>તન</sub>ે કે જે**લાં <sub>1</sub> A) (1: ,i)

90288413

in the County of

Cook

This Indenture, Made this 25th day of May A.D. 19 90 Beverly Trust Company, Trustee Under Trust Agreement dated May 23, 1990 and known as Trust No. 74-2026

of Illinois . Grantors, and James E. Cooper of the County of Will, and State of Illinois, as trustee, Grantee.

WITNESSETH: THAT WHEREAS, the said

Village of Matteson

Beverly Trust Company, Trustee Under Trust Agreement dated May 23, 1990 and known as Trust No. 74-2026

and by the grantors duly executed and delivered to the said trustee for the use and benefit of the legal owners and holders thereof. Said note is for the principal sum of Fifty Five Thousand (\$55,000.00) Dollars, and is due and payable as follows: Five Hundred Sixty Eight (\$568.00) Dollars, or more, to be paid on the 2nd day of July, A.D. 1990, and payments of Five Hundred Sixty Eight (\$568.00) Dollars, or more, to be paid on the 2nd day of July, A.D. 1990, and payments of Five Hundred Sixty Eight (\$568.00) Dollars, or more, to be paid on the 2nd day of each and every month thereafter, from which payments interes at the rate of eleven (11%) per centum per annum on the whole sum remaining from time to time unpaid, shall first be deducted and balance applied on the principal until final balloc, payment due on June 2, 1995. Payments and interest not paid when due to bear interest at the rate of eleven (11%) per centum per annum, until paid. Both principal and interest being payable at the office of the Mokena State Bank, Mokena, Illinols. grantors herein are justly indebted upon one principal promissory note bearing even date herewith, payable to bearer

The North 1/2 of the North 1/2 of the South 1/3 of the North 3/8 of the North West 1/4 of Section 29, Township 36 North, Range 12 East of the Third Principal Meridian (except South West Highway and except that part lying East of the West Line of the East 1/2 of the East 1/2 of the North West 1/4 of the North West 1/4 of the Arch West 1/4 extended South and except the West 50 feet) all in Cook County, Ill

PIN: 27-29-100-018-0000

16801 Wolf Rd., Orland Park, IL

Hereby releasing and waiving any and all rights of exemption n or to said premises whether by virtue of Homestehn Exemption Laws of the State of Illinois or bankruptcy laws of the United Section of America.

TO HAVE AND TO HOLD the above described premises, with the appartenances and fixtures unto the said Grantee and his successors and assigns forever, for the uses and purposes and upon the trusts herein set forth.

advanced to protect the security

If, after first obtaining a written consent of the legal holder of said principal note, the owne ship of the above described premises, or any part thereof (including, but not limited to: equitable ownership thereof by agreement for need, deed in trust or other instrument), becomes vested in a person other than the grantor, the legal holder may deal with such fuccessors or successors in interest with reference to this trust deed, and the debts hereby secured, in the same manner as with the grantor, without in any manner vitating or discharging the grantor's liability upon the indebtedness hereby secured. The grantor shall at all lines continue primarily liable on the indebtedness secured hereby until this trust deed is fully discharged or grantor is formally re case | by an instrument in partition debt when residually and the grantor is formally received by the grantor with a supplier of the grantor is formally received by the grantor is also supplied by the grantor is formally received by an instrument in writing duly executed by the grantee. Any sale, assignment or transfer of any right, title or interest in a d te stid premises or any portion thereof shall not be made without first obtaining written consent of the legal holder of the note secured arrival and to said premises or any portion thereof without first obtaining written consent of the legal holder of the note secured arreby. Any sale, assignment or other transfer of any right, title, claim or interest in and to said premises or any portion thereof without the written consent of the legal holder shall constitute an event of default.

And the said grantors covenant and agree as follows: To pay said indebtedness and the interest thereon as herein and in said note provided; to pay prior to the first day of June in each year, all taxes and assessments levied upon said premises; to come it or suffer no waste to said premises, to keep any and all buildings thereon in good repair but not to cause, suffer or permit, without first obtaining written permission or consent of said trustee, any remodeling or alteration of the building or buildings thereon or constructaining written permission or consent of said frustee, any remodeling or alteration of the outdings or buildings thereon; to keep all buildings at any time on said premises insured to the full insurable value thereof, and at least in the amount of the indebtedness secured hereby against loss by fire, lightning and those hazards covered by extended coverage endorsement, and such other hazards as the legal holder of said indebtedness may designate until said indebtedness is fully paid, and in case of foreclosure, until expiration of the period of redemption therefrom; to place and keep such insurance in companies to be approved by the legal holder of said indebtedness and to deliver to said legal holder the said insurance policies, with the usual mortgage or trustee clause attached thereto, making all loss, if any, thereunder payable to said Trustee, as its interest may appear; not to suffer or permit: (1) any licins of mechanics or material men or other claim to attach to said premises: (2) any poisages to usual mortgage of trustee clause attached thereto, making all loss, it any, thereunder payable to said Trustee, as its interest may appear; not to suffer or permit: (1) any liens of mechanics or material men or other claim to attach to said premises; (2) any nuisance to exist on said property; (3) any unlawful use of same; or, (4) without written consent of the trustee, (a) any use of said property for a purpose other than that for which the same is now used, or (b) the placing in or upon any building or improvement on said property, any apparatus, fixtures or equipment leased or subject to Security Agreement. And in the event of the fallure 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 tiens of mechanics or material men, the holder of said indebtedness may pay such taxe or assessments, or discharge, or purchase any tax lien or title affecting said premises. 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. authorized

And as security for the performance of their aforsaid obligations to provide insurance on said premises and pay all taxes thereon, grantors further covenant and agree that together with and in addition to each of said payments of principal and interest payable under the terms of said Note, they will (subject to any applicable limitations imposed by Chapter 17 Illinois Revised Statutes as amended, Sections 4901-5001, inclusive, relating to the Administration of escrow accounts or 12 Linted States Code Section 2609 pertaining to advance deposits in escrow accounts), pay to the legal holder of said Note a sum equal to the premiums that will next become due and payable on said policies of fire and other hazard insurance covering the conveyed property, plus taxes and assessments next due thereon (all as estimated by said holder) less all sums already deposited therefor divided by the number of

Legal description corrected, document reacknowledged to be re-recorded.

payments to be made before one month property the date of dates were such premiums, tank any assessments, respectively, will become delinquent, such such order led by the holder in tank it gay and premiums, tank any assessments; all deposits to be made as aforesaid and all payments to be made pursuant to the noise secured hereby shall be added together and the aggregate thereof shall be applied by the holder to the following items in the order set forth: (1) the payment or (insofar as may be practicable) part payment of those taxes, special assessments, fire and other hazard insurance premiums which grantors are obligated to pay or provide pursuant to the provisions of the preceding paragraph, but in the order in which the holder may deem advisable for its own protection; (2) interest on said note secured hereby; and (3) amortization of the principal of said note. Any deficiency in the amount of such aggregate payments shall constitute a default under this trust deed. In the event of loss covered by any such policy of insurance, said holder or the grantee may, at their option, enforce said insurance or take any other action they deem appropriate in regard thereto, but neither the holder nor the grantee shall be under any duty or obligation in respect thereto.

IN CASE OF DEFAULT in the payment of principal, interest or any installment thereof provided in said note, and, notwithstanding any provisions in said note to the contrary, in the event of a breach of or failure to perform any of the covenants and agreements contained in this trust deed, or if proceedings are instituted to enforce any other lien or charge upon any of said real estate, or for partition thereof, or upon the filling of a proceeding in bankruptcy by or against any one or more of the mortgagors, or if any one or more of the mortgagors shall make an assignment for the benefit of his creditors or if said property shall be placed under control of or in custody of any court, 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 mannas if all of said indebtedness has then matured by lapse of time.

IT IS FURTHER AGREED by the grantors that in case a right of foreclosure or other right of procedure shall arise hereunded the legal holder of said principal note or if any part thereof, or the said trustee for the benefit of such holder, shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as they may deem necessary; that all reasonable 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 furnishing a Guarantee Title Insurance Polley (in the amount of the foreclosure sale price) or complete abstract to said premises, shall be paid by the grantors that the like expenses and disbursements, occasioned by any sun 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 grantors; that such fees, expenses and disbursements shall be additional lien and c'are upon said premises secured by this deed, may be taxed as costs and shall be included in any decree or order that may be readeral in such proceedings, and that such proceedings shall not be dismissed, nor shall any order for the sale of said premises be entered alless the same shall provide for the payment of said fees out of the proceeds thereof, nor shall a release be given, until all such fress expenses and disbursements, and the costs of such suit have been paid. 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 and expenses incident to

Grantor/Grantors, on behalf of uself/themselves and each and every party claiming by or under it/them, hereby waives any and all rights of redemption, statutory or of ier vise, without prejudice to the right to any remedy, legal or equitable, which Grantee of the holder may pursue to enforce payment or collection of all or any part of the indebtedness secured by this trust deed, and without prejudice to the holder's right to a deficiency judement or any other appropriate relief in the event of foreclosure of this trust deed.

The Grantors waive all right to the possessic n of and income from said premises pending foreclosure of this trust deed and pending any other action relating to said premises wherein said trustee or said holder shall be a party; and grantors covenant and agree that upon the filling of any Complaint to foreclose this trust deed, or upon the commencement of any other action relating to said premises, the Court in which such Complaint is filled or such other action is commenced may at once and without notice to grantors, or any party claiming under them, place grantee or said 1 of Jer of said indebtedness in possession of said premises pursuant to CH 110, IL REV STS, as Amd, Secs 15-1701 thru 15-1703, or at the option of grantee or said holder, appoint a receiver to take possession and charge of said premises during such pendency with all of the power, and duties provided in CH 110, IL REV STS, as Amd, Sec. 15-1704, the balance of receiver's receipts (as referred to in said Sec 15-1704 (d) (8)), to be applied on the payment of the amounts secured hereby.

If there be only one person designated herein as grantors, said word or words wherever used herein, and the verbs and pronouns associated therewith, although expressed as plural, shall be read and construed as singular.

In the event of the refusal, resumation or inability of the grantee to act as trustee, then.

In the event of the refusal, resumation or inability of the grantee to act as trustee, then.

is hereby appointed to be the first successor in this trust and the then Recorder of Deeds of said Will County is hereby appointed to be second successor in this trust.

When all the aforesaid covenants and agreements have been fully performer, the said Trustee shall release said premises to the party entitled to receive the same, on receiving his reasonable charges therefr:

WITNESS the hands and se	eals of the grantors this	25th da of	May A.D. 19.90
This document nreng	red by		(SEAL
Kay D. Weidner, Adm	inistrative Assistant		SEAL
Mokena State Bank Mokena, Illinois	Company of the last of the las	Beveryl Trust Comr.	
mokena, lilinois	CON COON STORES ON MAR STORES	U/T/A No. 74-2026	
	Cumpony a control of the second	411:74 907	(SEAL)
STATE OF ILLINOIS	County Programme And Andrews	3.60	

COUNTY OF WILL

personally known to me to be the same person whose name. 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 relase and waiver of the right of homestead.

	therein set forth, including the rand and Notarial Seal this	elase and waiver of the right of he 6th	A D 10 90
MALL TO:  Mokena State  P.O. Box 158  Mokena, IL (	"OFFICIAL SEAL" Rosemary Mazur  Letary Public, State of Illinois Commission Expires June 30, 1993	Loan No.  Loan No.  5 yr  5. 55,000.00 year  Date May  STATE OF ILLING  County of Will	Beverly Trust Co No. 74-2026 To James E.

Irust Co., Trustee U/T//
4-2026
TO
TO

James E. Cooper, Truste
to.
5 yrs.
11.0
90
May 25 19 90
May 25 19 90

May 25 3-GG
No.
No.
Sof Will
No.
PAID Recorder of Deed
Box 158
Box 158
Box 158

## UNOFFICIAL COPY

90288413

This document is made by Beverly Trust Company as Trustee and an cepted upon the express understanding that the Beverly Trust Company personal items into the same not personally, but only as Trust personal itemility is assumed by respectively Trust Company. bility, it eny being expressly waived, nor shall Beverly Trust Company be hale parsanally liable upon or in consequer ce of any of the covenants ecuting this document or of anything therein contained, all such liaexpress the same not by new assumed by new result if it is assumed by new ing this document or of anything the ning this document or of anything the ning till about a nonsequence of the presentable upon or in consequence of this document, either expressed, or in pived of this document, either expressed.

2000

1 1 6 6 7 8 6