

UNOFFICIAL COPY 91544773

This Indenture, Made this 16th day of SEPTEMBER A. D. 19 91

between NANCY J. & MICHAEL G. HODGES, HUSBAND & WIFE

Of the CITY OF TINLEY PARK in the County of COOK in the State of Illinois

party of the first part, and First National Bank of Joliet, Joliet, Illinois

The City of Joliet, County of Will, and State of Illinois, as Trustee, party of

the second part, WITNESSETH:

THAT WHEREAS, The said NANCY J. & MICHAEL G. HODGES, HUSBAND & WIFE

grantor herein being justly indebted upon their principal promissory note bearing even date herewith, payable to the order of

BEARER in the sum of TEN THOUSAND AND 00/100----- (\$10,000.00)

DOLLARS due TWO HUNDRED THIRTEEN & 02/100---- DOLLARS on OCTOBER 25, 1991

which includes interest at the rate of 10.00% PERCENT on the principal

balance remaining from time to time unpaid, and TWO HUNDRED THIRTEEN & 02/100----

(\$213.02) DOLLARS on the 25th day of each month thereafter, to and

including SEPTEMBER 25, 1991 when the remaining balance becomes due and

payable, and with interest at the rate of 11.00% PERCENT per annum

after maturity both principal and interest being payable at the FIRST NATIONAL

BANK OF JOLIET, Joliet, Illinois.

THIS TRUST DEED COVERS ANY RENEWALS OR EXTENSIONS OF THE AFOREMENTIONED NOTE.

DEPT-01 RECORDINGS \$13.29
T#8888 TRAN 9644 10/18/91 10:15:00
#1827 #F *-91-544773
COOK COUNTY RECORDER

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, by 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 living, 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:

LOT 314 IN TIMBERS EDGE UNIT 11B, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.#27-34-207-013

PROPERTY COMMONLY KNOWN AS: 17616 REDWOOD, TINLEY PARK, IL. 60477

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If all or any part of the property herein described should be sold or otherwise transferred (or be contracted to be sold, or otherwise transferred) by voluntary or judicial sale or otherwise, the holder or owner of the indebtedness reserves the right of its option at any time thereafter, to declare the entire indebtedness secured hereby due and payable.

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, successors and assigns forever, for the uses and purposes and upon the trusts hereinafter 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 grantor 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 to 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 grantors 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 collector's fees, outlays for documentary evidence, stenographer's charges, costs of procuring or completing an

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F.B. 29

Printed by Recorder for sale in Will County

TRUST DEED

NANCY J. HODGES

MICHAEL G. HODGES

TO

First National Bank of Joliet

78 N. Chicago St., Joliet, IL

Trustee

Trust No. 01A523A

Loan No. _____

20,000/5 years at 10.00 %

Date SEPTEMBER 16 19 91

This Instrument Prepared By:
First National Bank of Joliet
78 N. Chicago St.
Joliet, IL 60431

RETURN TO:

FIRST NATIONAL BANK OF JOLIET
801 Washington Road
Joliet, IL 60435

ATTN: INSTALLMENT LOAN DEPARTMENT

JACQUIE HANKS

(This 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 _____

First National Bank of Joliet

Trustee

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

Register No. _____

By First National Bank of Joliet

Trustee

By _____

Property of Cook County, Illinois

NO. 2773
1516

day of SEPTEMBER, A.D. 19 91
GIVEN under my hand and Notarial Seal, this 16th day of September, 1991, before me, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that 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 use and purpose therein set forth, including the release and waiver of the right of homestead.

NANCY J. HODGES & MICHAEL G. HODGES, HUSBAND & WIFE

I, the undersigned, JOYCE ANN RILEY, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that

STATE OF ILLINOIS
COUNTY OF COOK } ss.

(SEAL.)
MICHAEL G. HODGES
(SEAL.)
NANCY J. HODGES
(SEAL.)

Abstract of title showing the whole title to said premises embracing foreclosure decree shall be paid by the grantors...
IN THE EVENT of the refusal, resignation or liability of the grantee to act as trustee then the same...
WITNESS the hands and seals of the grantors and seals of the recorder of deeds...
SEPTEMBER A.D. 19 91