

UNOFFICIAL COPY

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42-84-4280①

This Indenture, Made this 17th day of January A.D. 1991

between Quinton Glenn, Jr. and Helen Glenn, Husband and Wife

of the city of Olympia Fields in the County of Cook in the State of Illinois

party of the first part, and First National Bank of Joliet, Joliet, Illinois of the City of Joliet, County of Will, and State of Illinois, as Trustee, party of the second part, WITNESSETH:

THAT WHEREAS, The said Quinton Glenn Jr. and Helen Glenn

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

BEARER in the sum of ONE HUNDRED THIRTY SIX THOUSAND AND NO/100 (\$136,000.00) DOLLARS due at the rate of ELEVEN (11%) percent per annum accrued interest only on April 17, 1991 and July 17, 1991 and then due FIFTEEN HUNDRED FORTY FIVE AND 77/100 (\$1545.77) DOLLARS on August 17, 1991, which includes interest at the rate of ELEVEN (11%) percent on the principal balance remaining from time to time unpaid, and FIFTEEN HUNDRED FORTY FIVE AND 77/100 (\$1545.77) DOLLARS on the 17th day of each month thereafter, to and including July 17, 2006, when the remaining balance becomes due and payable, and with interest at the rate of TWELVE (12%) 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.

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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 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 lighting, 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:

Lots 22, 23, 24 and 25 in Block 2 in Croissant Park Markham 6th Addition in the South East 1/4 of the South East 1/4 in Section 14, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 28-14-428-037-0000 affects Lots 22) 28-14-428-038-0000 (affects Lot 23, 28-14-428-039-0000 (affects Lot 24), 28-14-428-040-0000 (affects Lot 25) 3330 W. 159th St., Markham, IL 60426

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 parties, 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 grantor 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 or 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 or 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 claim 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 herein, 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 taxes therefor, or into the validity of any lien of mechanics or material men, or of other claims attaching to said property, in advancing money in that behalf as above authorized.

IN THE EVENT OF A BREACH of any of the aforesaid covenants or agreements, or 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 becoming 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 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 money 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, cost of procuring or completing an

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TRUST DEED

IMPORTANT For the protection of both the borrower and lender, the principal note secured by this Trust Deed should be identified by _____

TO

First National Bank of Joliet

78 N. Chicago St., Joliet, IL
Trustee

Trust No. _____

Loan No. _____

Date _____ year at _____ %

Register No. _____

By First National Bank of Joliet
Trustee

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

(Not to be recorded)

First National Bank of Joliet
Trustee

NOTARY PUBLIC, STATE OF ILLINOIS
JEANNE M. COLEBRETT
MY COMMISSION EXPIRES 3/25/91

OFFICIAL SEAL

NOTARY PUBLIC

ILLINOIS

JEANNE M. COLEBRETT

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