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RE TITLE SERVICES # R5-964

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made MAY 16,

19 91 , between FRANK J. MCGUIRE & NANCY A.

, herein referred to as "Mortgagor", and

MCGUIRE, HIS WIFE 1ST HERITAGE BANK

an Illinois corporation doing business in C.C.Hills Illinois, herein referred to as Trustee, witnesseth:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Note herein-
after described, said legal holder or holders being herein referred to as Holders of this Note, in the principal sum of
TWENTY FIVE THOUSAND AND 00/100-----(\$25,000.00)----- Dollars,
evidenced by one certain Note of the Mortgagors of even date herewith, made payable to ~~BAKER~~

1ST HERITAGE BANK
and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the
balance of principal remaining from time to time unpaid at the rate of 9.50 percent per annum at
maturity until said note is fully paid.

DEPT-01 RECORDING 13.00
T#5555 TRAN 1127 05/29/91 09:17:00
#7535 + E *--91-253811
COOK COUNTY RECORDER

51253811

All such payments on account of the indebtedness evidenced by said note to be first applied to
principal balance and the remainder to interest; provided that the principal of each PAYMENT unless paid
when due shall bear interest at the rate of maximum allowed by law per annum, and all of said principal and interest
being made payable at such banking house or trust company in C.C.Hills Illinois 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 1st
HERITAGE BANK in said City, Country Club Hills

NOW, THEREFORE, the Mortgagors to secure 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 AND STATE OF ILLINOIS,

COOK

LOT 57, IN J.E. MERRION'S NOB HILL ADDITION TO COUNTRY CLUB HILLS, A
RESUBDIVISION OF LOTS 22 TO 75 INCLUSIVE, LOTS 104 TO 135 INCLUSIVE,
LOTS 157 TO 186 INCLUSIVE, AND LOTS 208 TO 223 INCLUSIVE, TOGETHER WITH
VACATED STREETS IN J.E. MERRION'S COUNTRY CLUB HILLS 6TH ADDITION, A
SUBDIVISION OF PART OF THE WEST 3/4 OF THE NORTH WEST 1/4 OF SECTION
26, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

PROPERTY TAX I.D. # 28-26-107-030
PROPERTY ADDRESS : 16800 GLEN OAKS
COUNTRY CLUB HILLS, IL. 60478

THIS NOTE IS SECURED BY
A MORTGAGE

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 times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not second-
arily), and all apparatus, equipment or articles now or hereafter thereto or thereon used to supply heat, gas, air conditioning, water, light, power, re-
frigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm
doors and windows, floor coverings, theater seats; awnings, stoves and water heaters. All of the foregoing are declared to be part of said real estate whether
physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or
their successors or assigns shall be considered as constituting 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, free from all rights and benefits under 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 consists of two pages, the conditions and provisions appearing on this page and on page two (the reverse side hereof) 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 S and seal S of Mortgagors the day and year first above written.

(SEAL)

(SEAL)

FRANK J. MCGUIRE NANCY A. MCGUIRE

(SEAL)

STATE OF ILLINOIS,

County of COOK }

ss. I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

FRANK J. MCGUIRE & NANCY A. MCGUIRE, HIS WIFE

who S personally known to me to be the same person S whose name S 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 uses and purposes
therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 16TH day of MAY, A.D. 19 91

THIS INSTRUMENT WAS PREPARED BY:

1ST HERITAGE BANK

NAME KAREN N. WARD

4101 W. 183RD STREET

ADDRESS COUNTRY CLUB HILLS, IL. 60478

"OFFICIAL SEAL Notary Public
EDDIE MAE BETTS
Notary Public, State of Illinois
My Commission Expires 5-7-94

1300

UNOFFICIAL COPY

1. Mortgagor shall (1) promptly repair all damage to buildings or fixtures on the premises which may become damaged by fire, lightning, wind, storm, or any other cause; (2) pay taxes, assessments, and fees from time to time levied or laid upon the premises, and pay all amounts due thereon before they become delinquent; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien herein, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor shall be liable for the payment of all general real estate taxes and shall deposit or cause to be deposited with the Trustee named in this Trust Deed or with the legal holder of the note referred to herein on the first day of each and every month during the term of said loan a sum equal to one-twelfth of the estimated general real estate taxes next accruing against said premises computed on the amount of the last ascertainable real estate taxes. Mortgagor shall pay special taxes, special assessment water charges, sewer charges and other charges against the premises when due and shall upon written request furnish to Trustee or to holders of the note referred to herein duplicate receipts therefor.

3. Mortgagor shall cause all buildings and improvements now or hereafter situated on said premises to be insured against loss or damage by fire, lightning, or wind-storm, and to have the insurance company of money sufficient either to pay the cost of replacement or to the same extent as the sum paid by the holder of the note secured hereby. All in considerer-satisfactory to the holders of the note, under insurance policies payable in case of loss or damage. Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver renewal policies not less than ten days prior to the respective dates of expiration. Mortgagor shall deposit with the Trustee an amount equivalent to one-twelfth of the annual insurance premiums on the first day of each and every month during the term of this trust deed, plus insurance reserve required in paragraphs 1 and 2 above, and shall pay all premiums and insurance premiums as and when the same become due and payable.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior indebtedness, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title of claim thereof, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All moneys paid by any of the parties herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien herein, plus reasonable compensation to Trustee for each matter connected with the same, shall be added to the indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of maximum allowed by law per annum, fraction of Trustee or holders of the note that shall hereafter be considered as a wafer of any right according to them on account of any default hereunder on the part of Mortgagor.

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

6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagor, all unpaid indebtedness secured 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 event of default in making payment of any installment 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 Mortgagor herein contained. Any deficiency in the amount of any monthly payment shall constitute an amount of principal and interest due on the date of the note secured hereby and may collect a "late charge" on each payment more than fifteen days in arrears to cover the costs and expenses involved in handling delinquent payments.

7. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In the event that the holder of the note shall be unable to foreclose the lien for any reason whatsoever, including lack of funds, the holder of the note, which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, trustee's fees, appraisal fees, attorney fees for documentary and court evidence, stenographed copies, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of preparing all such abstracts of title, title searches and examinations, guarantee policies, Titleman certificates, and similar data and assurances with respect to title as Trustee or holders of the note may desire to have reasonably necessary to protect such title to the indebtedness held at any date which may be had pursuant to such decree, the true condition of the title to the property so secured. All amounts so expended shall be added to the indebtedness secured hereby and shall become immediately due and payable, and immediately due and payable, with interest thereon at the rate of maximum allowed by law per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosing of this note or proceeding which might affect the premises or the security hereof, whether or no, or orally commenced.

8. The proceeds of any forced 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 foreclosing proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagor, heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the entry of a bill to foreclose 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, 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 property or whether the same shall be then occupied as a home or as a business or not, and the receiver so appointed shall be appointed as such receiver for the entire period of time during which the same is sold, and shall be entitled to receive such compensation, such fees, and such expenses as may be fixed by the court, 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 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 secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment, or other debt, or by decree supercede to the then hereof or of such decree, provided such application made prior to foreclosure; or (2) the deficiency in case of a sale and deficiency.

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

11. Trustee or the holders 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, 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 obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or my conduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, render a bond sufficient for the payment of the same, for and in the sum of one thousand dollars (\$1,000.00) and interest thereon, for such release, full and final, and a deficiency, where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never executed a certificate of any kind purporting to be executed by the note described herein, it may accept as the genuine note herein described any note 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 persons herein designated as makers thereof.

14. Trustee may record by instrument, being filed in the office of the Register or Registrar of Titles in which this instrument shall have been recorded or filed, in case of the resignation, inability, or refusal to act as Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor to Trust. Any Successor to Trust 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.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor," when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part hereof, whether or not such persons shall have executed the note or this Trust Deed.

16. In the event of the sale or transfer of the title to the premises described herein, the holder of the note secured hereby may at its option declare the entire amount of the indebtedness to be immediately due and payable.

91253811

IMPORTANT

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

The Installment Note mentioned in the within Trust Deed has been identified herewith under identification No. # 260107600-9003

by

Charles L. Ford

X Charles L. Ford Vice President

X 91253811 Secretary

NAME
D
E
STREET
L
I
CITY
V
E
R
Y
OR
INSTRUCTIONS

1st HERITAGE BANK
4101 WEST 183rd STREET
COUNTRY CLUB HILLS, IL 60478

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE