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THIS INDENTURE made MARCH 18 19 91, between COLE TAYLOR BANK/FORD CITY AS TRUSTEE U/A/D 3-12-91 A/K/A TRUST #91-2011, herein referred to as "Mortgagor", and

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 Installment Note herein-after described, said legal holder or holders being herein referred to as Holders of this Note, in the principal sum of ONE HUNDRED TWENTY SEVEN THOUSAND AND NO/100'S Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to BEARER

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 11.00 per cent per annum in installments as follows:

ONE THOUSAND FOUR HUNDRED FORTY THREE AND 47/100'S Dollars on the 1ST day of MAY 1991 and

ONE THOUSAND FOUR HUNDRED FORTY THREE AND 47/100'S Dollars on the 1ST day of each MONTH thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the 1ST day of APRIL, 2006 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 installment 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, ILLINOIS

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 COOK AND STATE OF ILLINOIS, to wit:

LOT 6 (EXCEPT THAT PART FRONTING ON 159TH STREET MEASURING 19.8 FEET ON THE WEST LINE OF LOT 6, AND 21.2 FEET ON THE EAST LINE OF LOT 6, CONVEYED TO THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS) IN BLOCK 2 IN OAK FOREST HILLS, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHWESTERLY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 28-21-200-005 ADDRESS: 5135 W. 159TH ST. OAK FOREST, IL. 60452

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto, and all rents, issue and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are divided primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein 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, window shades, storm doors and windows, floor coverings, in-door beds, 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 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 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 and seal of Mortgagors the day and year first above written, COLE TAYLOR BANK, AS TRUSTEE UNDER TRUST #91-2011 (SEAL) TRUST OFFICER (SEAL) ATTEST: VICE PRESIDENT (SEAL)

STATE OF ILLINOIS ) ) SS. COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sandra T. Russell, Trust Officer of COLE TAYLOR BANK, and Eugene C. Hunziker, Vice President of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes herein set forth; and the said Vice President then and there acknowledged that he as custodian of the corporation did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

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UNOFFICIAL COPY

STATE OF ILLINOIS  
 County of COOK  
 I, \_\_\_\_\_, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
 THE UNDERSIGNED  
 personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he had signed, sealed and delivered the said instrument as 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 \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_

NAME: 1st HERITAGE BANK  
 4101 W. 183RD ST.  
 ADDRESS: COUNTRY CLUB HILLS, ILLINOIS 60478

Notary Public

THIS INDENTURE made MARCH 18 19 91, between COLE TAYLOR BANK/FORD CITY AS TRUSTEE U/A/D 3-12-91 A/K/A TRUST #91-2011 \_\_\_\_\_ Illinois, herein referred to as Trustee, witnesseth: THAT, WHEREAS the Mortgages are justly indebted to the legal holder or holders of this Note, in the principal sum of ONE HUNDRED TWENTY SEVEN THOUSAND AND NO/100'S \_\_\_\_\_ Dollars, evidenced by one certain Installment Note of the Mortgages of even date herewith, made payable to 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 11.00 percent per annum in installments as follows:  
 ONE THOUSAND FOUR HUNDRED FORTY THREE AND 47/100'S \_\_\_\_\_ Dollars on the 1ST day of MAY 1991 and  
 ONE THOUSAND FOUR HUNDRED FORTY THREE AND 47/100'S \_\_\_\_\_ Dollars on the 1ST day of each MONTH thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the 1ST day of APRIL, 2006  
 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 installment 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 pay HERITAGE BANK in said City, COUNTRY CLUB HILLS, ILLINOIS, then at the office of \_\_\_\_\_ NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of \_\_\_\_\_

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TRUST DEED  
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 Recorder's Office

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CHICAGO



# UNOFFICIAL COPY

1. Mortgagors shall (1) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, 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. Mortgagors 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. Mortgagors 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. Mortgagors 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 under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to 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 all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration. Mortgagors 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 said loan. The amounts deposited under the real estate tax reserve and insurance reserve referred to in paragraphs two and three hereof shall be held by the Trustee or the legal holder of the note as and for a Sinking Fund to be used by the Trustee or the legal holder of the note to pay the general real estate taxes levied against said premises 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 full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes 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 hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional 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. Inaction 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 Mortgagors.
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, sale, forfeiture, tax lien or title or claim thereof.
6. Mortgagors 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 Mortgagors, 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 at the rate of maximum allowed by law per annum, in the event of default in making payments of any installment 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. Any deficiency in the amount of any monthly payment shall constitute an event of default and the Trustee or the holders of the note secured hereby may collect a "late charge" on each payment more than fifteen days in arrears to cover the extra expense 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 any suit to foreclose the lien hereof there shall be allowed and included 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 attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and report evidence, stenographers' fees, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to bid in or to bid in at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby 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 probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant; (b) when default by reason of this Trust Deed or any indebtedness hereby secured; or (c) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not such proceedings have been commenced; or (d) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not such proceedings have been commenced.
8. The proceeds of any foreclosure 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 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 overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
9. Upon, or at any time after the filing 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 notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises, 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 or not there be redemption or not, as well as during any further times when Mortgagors, or any other person or other person, 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 secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
10. No action for the enforcement of the lien or of 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 enter 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. Trustee shall not be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require the warranties satisfactory to it before exercising any power herein given.
13. Trustee shall release this trust deed and the lien thereof 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 therefor to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. 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 a balance 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 or any instrument identifying same as 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 resign by instrument in writing filed in the office of the Recorder, or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority herein 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 Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or 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

16. In the event of the sale, transfer, assignment or conveyance of the title to the aforesaid premises, or any part thereof, by the aforesaid Mortgagor or their assignees, transferees or grantees at any time hereafter without the prior written consent of the mortgagee and the payment of a transfer fee in accordance with the mortgagor's regulations then in effect, the entire unpaid balance of the principal and interest and advances, if any shall immediately become due and payable without notice at the option of the mortgagees, and the aforesaid sum shall bear interest at the rate of 11.0 % per annum from the date of said sale, transfer, conveyance or the making of a contract to sell on installment payments until paid.

**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. **2041680**

by   
*WILLIAM BLAINE*  
 BUSINESS COLLECTION OFFICER Assistant Vice President  
 Assistant Secretary

NAME  
 D STREET 1st HERITAGE BANK  
 E CITY 4101 W. 183RD ST.  
 V CITY COUNTRY CLUB HILLS, IL. 60478  
 E  
 R  
 Y  
 INSTRUCTIONS

FOR RECORDERS INDEX PURPOSES  
 INSERT STREET ADDRESS OF ABOVE  
 DESCRIBED PROPERTY HERE



