18th THIS !NDENTURE, Made this day of Peter Costello and Maryann Costello, his wife

ween/cc // Commission of the DARD BANK AND TRUST COMPANY, an illinois corporation doing business in ENEXAGE. Illingis, herein referred to as Trustee, witnesseth:

Of Hickory Hills

Trusies, wilnesseth; THAT, WHEREAS, the Mortgagor is justly indebted to the legal holder or holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as HOLDERS OF THE NOTE, in the principal sum of Two Hundred Sixty-Five Thousand and no/100-------

.____(\$265,000.00.___) Dollars, evidenced by one certain Installment Note of the Mortgagor of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from date on the balance of principal remaining from time to time unpaid, at the rate of -8.00stallments as follows:

*accrued interest only during construction *) Dollars on the

October

19 92 , and (\$) Dollars "account interest only during

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day of each month thereafter until this note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the lst day of December . All such payments on account of the indebtedness evidenced by said Note to be first applied to interest on the unpaid balance and the remainder to principal; 武首队以前以及对外域的政策的现在分词的政策的现在分词的现在分词 dby አንደር አለር ነው። የተመሰው ነው። የመሰው ነው። የመሰው ነው። የመሰው payable at such banking house or trust company in Chicago, Illinois, as the holders of the Note may, from time to time in writing appoint, cital in the absence of such appointment, then at the office of IXENTACK STANDARD BANK AND TRUST COMPANY In the City. of Lickory Hills

NOW, THEREFORE, the Marigagor to secure the 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 Mic igagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hureby acknowledged, does by these presents CONVEY and WARRAINT unto the Trustee, its successors and assigns, the fallowing described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the Carrot Chiegga, County of Cook and State of Illinois, to-will;

> Lots 6 to 10, both inclusive, in Block 7 in Henry Ipena's Subdivision of part of the Southwest 1/4 of Section 8, Township 37 North, Range 13 according to the Plat thereof recorded October 28, 1937 as Document 1.0.5497, in Cook County, Illinois.

Tax ID#24-08-302-006;007;008;009; and 010 a/k/a 9753 Southwest Highway, Dak Lawn, 13 linois 60453

Alinois 6045

UNOFFICIAL COPY

STATE OF ILLINOIS COUNTY OF COOK

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STATE OF ILLINOIS, Cook	
I,the undersigned	, a Notary Public in and for said county and state,
do hereby certify that Peter Costello and Ma	aryann Costello, his wife
persanally known to	me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before a	ne this day in person, and acknowledged that t. hely
signed and fellowing the said instrument as their	free and voluntary act, for the uses and purposes therein
Given under my hand and official seal, this 18th My Commission expire. MAIL TO This instrument was prepared by and should be returned to after recordation Standard Bank of History Hills. B. Roots healles.	Athy Marchelles
	T'S OFFICE

- 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 appaintment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagar at the time of application of such receiver and without regard to the then value of the premises or 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 reals, issues and profits of said premises during the pendency of such foreglosure sult and in case of a sale 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 intervention of such receiver, 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 dead, 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 hereof 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 accase thereto shall be permitted for that purpose.
- 12. Trustee in no duty to examine the title, location, existence or condition of the premises, nor shall Trustee be obligated to recurd 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 misconduct or that of the agents of employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 13. Trustee shall relevice this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebiguress secured by this Trustee doed 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, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept at thre without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the gardine note herein described any note which bears a certificate of identification purporting to be executed by a prior fraction hereunder or which conforms in substance with the description herein contained of the note and which pirpoits to be executed on behalf of the corporation herein designated as the maker thereof; and where the release is it guested of the original trustee and it has never executed a certificate on 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 can or m in substance with the description herein contained of the note and which purports to be executed on behalf of the corporation herein designated as maker thereof.
- 14. Trustee may resign by instrument in writing file i 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 of Deeds of the county in which the premises are situated shall be Successor in Trust. Any successor in Trust hereunder shall have the identical title, power and outh rity as are herein given Trustee, and any Trustee or
- successor shall be entitled to reasonable compensation for all uc's performed hereunder.

 15. In the event said Heritage Standard Band and Trust Company/shall at any time or times hereofter become consolidated or merged with any officer sampled in a solidated or merged with any officer sampled in a solidated or merged with any officer sampled in a solidated or reincorporate, and the corporation so formed shall reorganize or reincorporate, and the corporation so formed shall acquire the assets and succeed to the business of said Herrage Standard Bank and Trust Company, then the corporation so formed the same force and effect, and with the same duties, powers, titles, discretions, privilinges and immunities as if it had been originally appointed as such Trustee hereunder.
- 16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Martgagor, and the word "Martgagor" when used herein shall broude all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or no such persons shall have executed the note or this Trust Deed.
- 17. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of fareclosure of this Trust Deed, on its own behalf and on behalf of each and every person, except decred or judgment creditors of the mortgagar, acquiring any interest in or title to the premises subsequent to the date of the rust Deed.
- 16. The Martgagar further covenants and agrees to deposit with the Trustee or the legal holder of the within mentioned note on the 1st day of each and every month during the term of said loan, commencing on the 1st day of October 1, 1992 a sum equal to one-twelfth (1/12th) of the estimated general real estate taxes, next accruing against said premises computed on the amount of the last ascertainable real estate taxes and one-twelfth (1/12th) of the annual insurance premiums such sums to be held by the Trustoe or the legal holder of the note as and tor 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.
- 19. 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.

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Peter Costello

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SERENAMENT

which, with the property see note distribet, is referred to threin of the premises.

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, all rents, issues and profits thereof for so long and during all such times as mortgagor may be entitled thereto (which are pledged 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, refingeration (whether single units or centrally controlled), and vontilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a 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 mortgagor or its 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings 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 fien 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 nrice, (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 may before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefore. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax of assessment which Mortgagor may desire to contest.
- 3. Mortgagor shall keep all by ilainos and improvements now or hereafter situated on said premises insured against loss or damage by fire, lighting ar windstorm under policies providing for payment by the insurance companies of monies 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 the 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
- 4. In case of default therein, Trustee ar holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any for no an manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior produces, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim, hereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies, paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including atterneys' fees, and any other monies 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 rayable without notice and with interest thereon at the rate of seven per cent per annum. Inaction on the part of Tustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any delay! hereunder on the part of Mortgagor.
- 5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to laxes or assessments, may do so according to any bill, statement or estimate procure a 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. Mortgager 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 case of default in making payment of any install mant of principal or interest on the note, or (b) when default shall occur and continue for three days in performance of any other performance of any other agreement of the Mortgagor herein contained.
- 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 as 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 expert evidence, stenographers; charges, 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 titles, litle 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 evidence to bidders 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 seven per cent per annum, when paid or incurred by Trustees or halders of the note in connection with (a) any proceedings, 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 foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 8. 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 cost 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 as herein provided; third, all principal and interest, remaining unpaid on the note; fourth, any overplus to Mortgagor, its successors or assigns, as their interest may appear.