

TRUST DEED  
SINGLE PAYMENT/TIME  
FIXED RATE

UNOFFICIAL COPY 92142683

THIS INDENTURE, made January 16, 1992

between Melvin Wells, married to Mary A. Wells

13437 S. Richmond, Robbins, IL

herein referred to as "Mortgagor", and

MIDLOTHIAN STATE BANK, an Illinois banking

Corporation, with its principal office at

3737 W. 147th St., Midlothian, Illinois 60445

92142683  
13437 S. RICHMOND, ROBBINS, ILLINOIS  
MIDLOTHIAN STATE BANK  
COUNTY RECORDER

(The above space for recorder's use only)

herein referred to as "Trustee" with which

THAT, WHEREAS the Mortgagor, being justly indebted to Trustee, has concurrently herewith executed and delivered an certain Note bearing even date herewith in the principal sum of Thirty Seven Thousand, Eight & 29/100 Dollars made payable to Trustee, together with a service charge of -0- and with interest on the principal balance at the rate of 12 percent per annum from January 16, 1992 and with interest after maturity until paid at the rate of 12.0 percent per annum. All payments shall be applied first to the service charge, if any, then to the interest, and the balance for principal interest shall be computed on the basis of a 365 day year and charged for the actual number of days elapsed.

ALL OF THE TERMS AND PROVISIONS OF SAID NOTE ARE INCORPORATED HEREIN BY REFERENCE AND ARE EXPRESSLY MADE A PART HEREOF.

This Trust Deed consists of four pages. The covenants, conditions and provisions appearing on the following pages are incorporated herewith by reference and are made a part hereof and shall be taken together with this deed, its exhibits, and annexes.

NOW THEREFORE, the Mortgagor, in and to the payment of the aforesaid indebtedness as aforesaid with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid the receipt whereof is herein acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the full and lawful legal and equitable estate and all the estate, right, title and interest therein, whether such estate, right, title and interest is a part of the real or personal estate of the Mortgagor, and being in the Village of Robbins, County of Cook, and State of Illinois, to wit:

Lot 12 in Block 6 in Claire Boulevard Subdivision of the South West 1/4 of Section 36, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 13437 Richmond, Robbins IL  
P.I.N. 24-36-321-012

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

92142683

Property of Cook County Clerk's Office

UNOFFICIAL COPY

For the protection of both the borrower and lender, the Note secured by this Trust Deed should be identified by the Trustee before the Trust Deed is filed for record

#313801-85

THE NOTE MENTIONED IN THE WITHIN TRUST DEED HAS BEEN IDENTIFIED HEREWITH UNDER IDENTIFICATION NO

IMPORTANT

Middleman State Bank 3737 W. 147th St. Middleman, Illinois 60445

See this instrument to

Middleman State Bank 3737 W. 147th St. Middleman, Illinois 60445

The instrument was prepared by:

Notary Public

Commission Expires

Given under my hand and official seal

day of

19

voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth... That before, as custodian of the corporate seal of said Bank, and after the corporate seal of said Bank to said instrument as his/her own free and voluntary act... they signed and delivered the foregoing instrument to them, said Bank, as Trustee as aforesaid, and acknowledged that they were aware of the contents thereof and of the nature and consequences thereof... and persons whose names are subscribed to the foregoing instrument as such... of said Bank, who is personally known to me to be the same...

State of Illinois, County of Cook, Illinois, Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

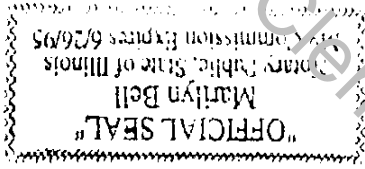
ATTEST: This day of January, 1992

AS AFORESAID AND SET FORTH IN PARAGRAPHS

affixed and attested by me

not personally but as Trustee as aforesaid, has signed these presents, to be the true and correct deed

(IF MORTGAGE IS A LAND TRUST)



Marilyn Bell, Notary Public

Given under my hand and official seal, this 16th day of January, 1992

of the right of her name and instrument as their signed and delivered the foregoing instrument

personally known to me to be the same and that they were aware of the contents thereof and of the nature and consequences thereof... State of Illinois, County of Cook, Illinois, Notary Public, in and for said County, in the State aforesaid...

MARLYN BELL

Mary A. Wells

Marilyn A. Wells

IN WITNESS WHEREOF, the Mortgagor has executed this Trust Deed on the day and year first above written.

(IF MORTGAGE IS A LAND TRUST)

39927-22653

# UNOFFICIAL COPY

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 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, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-a-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 Mortgagor or his successors or assigns shall be considered as constituting part of the real estate. To the extent that any of the foregoing are not "fixtures", (as such term is defined in the Uniform Commercial Code), this Trust Deed is also hereby deemed to be, and shall constitute, a Security Agreement for the purpose of creating a security interest in the foregoing property, and the Mortgagor hereby grants to Trustee a security interest in such property, and in order to further secure the indebtedness and obligations of the Mortgagor to Trustee hereunder, and all other existing and future indebtedness and obligations of Mortgagor to Trustee, Mortgagor grants to Trustee a security interest in any moneys, credits, or other property of the Mortgagor in the possession of the Trustee, on deposit or otherwise. Notwithstanding any provision herein to the contrary, in no event shall the outstanding indebtedness or obligations secured by this Trust Deed exceed 200 percent of the original stated amount of the Note.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of any Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly renounce and waive.

## IT IS FURTHER HEREBY PROVIDED AND AGREED THAT

1) Mortgagor shall (1) keep premises in good condition and repair, without waste; (2) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be secured by a lien of 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; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the Note.

2) Mortgagor shall pay before any penalty accrues 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 the original or duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3) Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing 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 expiration 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 or the holders of the Note may, but need not, make any payment or perform any act herebefore 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 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 reasonable 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 nine percent per annum. Inaction of Trustee or holders of the Note shall never be considered an abatement of any right accruing to them on account of any default herein for on the part of Mortgagor.

5) The Trustee or the holders of the Note hereby authorized making any payment hereto, authorized to accept 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) Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the Holders of the principal Note, and without notice to the Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal Note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case of default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

7) When the indebtedness hereby secured shall become due whether by the terms of the Note herein described or by acceleration or otherwise, holders of the Note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. 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 attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's 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 title, title searches and examinations, guarantee policies, Torrens certificate, 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 holders at any sale which may be had pursuant to said foreclosure the true condition of the title to or the value of the premises. In addition, 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 nine percent per annum, when paid or incurred by Trustee or holders of the Note in connection with (a) any action, suit or proceeding, including but not limited to 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.

2024-12-28

19) If this Trust Deed is executed by a Trust...

18) MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM ANY ORDER OR JUDGMENT OF RECORDED TRUST DEED ON ITS OWN BEHALF AND ON BEHALF OF THE TRUST ESTATE...

17) This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee...

16) If all or any part of the premises or any interest therein is sold or otherwise disposed of by the Mortgagee or any person claiming an interest in the premises...

15) This Trust Deed may be assigned or otherwise transferred to any person or persons and the assignee or transferee shall be bound by the terms and conditions hereof...

14) The Trustee may resign by written instrument in which the Recorder of Deeds of the county in which this instrument shall have been recorded or filed...

13) If the Trustee resigns or is removed from office, the Trustee shall be replaced by the Recorder of Deeds of the county in which this instrument shall have been recorded...

12) The Trustee shall have the right to sell, lease, convey, mortgage, or otherwise dispose of the premises in whole or in part, and the proceeds of such sale, lease, conveyance, mortgage, or other disposition...

11) The Trustee shall have the right to sue, defend, compromise, settle, or otherwise dispose of any claim or cause of action which may be asserted against the Trust or the Trustee...

10) The Trustee shall have the right to execute any instrument which may be necessary or proper to carry out the purposes of this Trust Deed, and the Trustee shall be bound by the terms and conditions hereof...

9) 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 costs and expenses incident to the foreclosure proceedings...

8) The Trustee shall have the right to execute any instrument which may be necessary or proper to carry out the purposes of this Trust Deed, and the Trustee shall be bound by the terms and conditions hereof...