

**TRUST DEED
SIMPLE INTEREST
FIXED RATE
INSTALLMENT**

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~~COPY~~ 92156937

THIS INDENTURE made February 25, 1932

between Frank B. Larry & Naomi E. Larry,
his wife.

1519 E. 85th St., Chicago, Ill.

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

(The above space for recorder's use only)

herein referred to as "Trustee - witness".

THAT WHEREAS the Mortgagor being lawfully entitled to Plaintiff's services, did on the day and date hereinafter set forth, make and enter into a written contract for the sum of **Thirty Four Thousand Nine Hundred Eighty Five & 00/100 Dollars**, even date herewith, in the Principal sum, **10.75** percent per annum from interest on the balance of principal remaining due at the rate of **648.70** percent per annum from the date of this instrument, **February 25, 1992**, to the date of payment, **March 25, 1992**, **73** days thereafter, **648.70** percent per annum from each and a final adjustment.

ALL OF THE TERMINATIONS IN THE STATE OF ARKANSAS, NO STATES
OR TERRITORIES EXCEPTED, ARE SUBJECT TO THIS CONTRACT.

The Board Deems it Appropriate That—
The documents and exhibits referred to in this section shall be made available to the public, except that the Board may determine that the same are confidential or privileged.

Lot Thirty (30) in Block 4 in Republic Subdivision, being the subdivision of the East Half ($\frac{1}{2}$) of the South East quarter ($\frac{1}{4}$) (except the North quarter ($\frac{1}{4}$) thereof) of section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 1519 E. 85th St. Chicago IL.
P.I.N. #20-35-411-007

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

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TOGETHER with all improvements, fixtures, basements, 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, whether occupied primarily and/or in part with his/her estate and not secondarily, and all apparatus, equipment or articles now or hereafter thereon or therein used to supply heat, light, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, and cooling, without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, door knobs, 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, articles, etc., hereafter placed in the premises by the Mortgagor, or her successors, or assigns, shall be considered as constituting part of the real estate. It is further agreed that any of the foregoing are not "fixtures," as such term is defined in the Uniform Commercial Code, this Trust Deed notwithstanding, it is agreed that it shall constitute a Security Agreement for the purpose of creating a security interest in the foregoing property, and the Mortgagor hereby grants to the Trustee a security interest in such property, and in order to further secure the indebtedness and obligations of the Mortgagor to the Trustee hereunder, and all other existing and future indebtedness and obligations of Mortgagor to the Trustee, Mortgagor grants to the 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 or Common Law of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT

1) Mortgagor shall: (1) keep said premises in good condition and repair, with no waste, or promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be otherwise damaged; (2) not let or keep said premises free from encumbrance, whether or liens in favor of the United States or other liens or claims for labor or expenses so debentured to the best of mortgagor's knowledge; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises, except to the extent thereof as may be required and satisfactory evidence of the discharge of such prior lien or charge to holders of the Note; (4) comply with the manner of abating 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 ordinance, w^t respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or that a plan, reference, or copy, duly consented to in writing by the Trustee or holders of the Note.

2) Mortgagor shall pay 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 furnish written notice to the last holder of the Note or holders of the Note the original or duplicate receipts therefor. To prevent doubt 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 located on the property insured against fire, lightning and windstorm under policies provided by Trustee, the insurance company or companies and either by paying the cost of replacing the same or to pay in full the indebtedness secured hereby. All such policies shall be held by the holder of the Note under insurance payable in case of loss or damage to Trustee for the benefit of the Note. Trustee's right to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver at policies, including those arising from water damage 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.

5) The Trustee or the holders of the Note hereby consent making any payment hereunder, notwithstanding taxes or assessments may be due according to any bill, statement or estimate procured from the appropriate public office without any deposit into the custody of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, garnishment, or claim therof.

8) Mortgagor shall pay each item of indebtedness, however due, whether at present or future time, which may become due under the terms hereof. At the election of the Holders of the principal Note, and without notice to the Mortgagor, all unpaid indebtedness accrued by this Trust Deed shall notwithstanding anything in the principal Note or in this Trust Deed to the contrary, be otherwise demand payable when due or at balloon or in payment of principal or interest, or in case 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 fractions, or by reference thereto, or otherwise, holders of the Note or Trustee shall have the right to foreclose the title to the land, or other real estate, or right to private legal action, or otherwise, for the enforcement of a mortgage debt, in any suit to foreclose the indebtedness there shall be no wind up or liquidated account for indebtedness, or the decree for sale all expenditures and expenses which may be paid or incurred by the Plaintiff, trustee, or holder of the Note for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and export expenses, photographs, charges for publication, costs and expenses which may be estimated as to items to be expended after entry of the decree, of preparation of such abstracts, of the title search, and of examination, insurance, liability policies, Torrens certificate, and similar data and assurances, with respect to the title, trustee or holder of the Note may demand to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be held pursuant to such decree on 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 be added so that 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 a refusal 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.

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