

TRUST DEED  
SIMPLE INTEREST  
FIXED RATE  
INSTALLMENT

UNOFFICIAL COPY

92235107

4 2 2

THIS INDENTURE made March 19, 1992

between Jay Bee Dickens & Dorothy L. Dickens,  
his wife.

11237 S. Edbrook Ave., Chicago, 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

DEPT 01 RECORDINGS 127.00  
1:9999 TRAM 9097 04/08/92 15:58:00  
0097 4 11 4-92-238427  
COOK COUNTY RECORDER

(The above space for recorder's use only)

herein referred to as Trustee witnesses

THAT, WHEREAS the Mortgagor has duly obligated by Trustee to pay on or before the day bearing  
even date herewith in the Principal sum of Forty Thousand Five Hundred Eighty Four & 32/100 Dollars  
made payable to the order of Midlothian State Bank and by which said Mortgage to pay and principal sum together with  
interest on the balance of principal remaining from time to time at the rate of 10.50 percent per annum from  
March 19, 1992 to April 19, 1992 and interest of 477.22 per annum from  
each and every date thereafter until the date of payment of the principal sum of 477.22 per annum from  
the date of payment of the principal sum of 477.22 per annum until the date of payment of the principal sum of 477.22 per annum from  
Bank 3737 W. 147th St. Midlothian, Illinois 60445.

ALL OF THE TERMS AND PROVISIONS OF SAID TRUST AGREEMENT AND PROMISES  
HEREIN BY REFERENCE AND ALL THEREIN MADE A PART HEREOF

This Trust Deed consists of four pages. The covenants, conditions and promises appearing on the following pages are incorporated herein by  
reference and are made a part hereof and shall be binding on the Mortgagor, his successors and assigns.

NOW THEREFORE the Mortgagor to secure the payment of said sum of Forty Thousand Five Hundred Eighty Four & 32/100 Dollars with the terms, conditions and regulations of this Trust  
Deed and the performance of the covenants and agreements herein contained to the Mortgagor to pay and principal sum together with  
sum of One Dollar in hand paid the receipt whereof is hereby acknowledged by the Mortgagor and WARRANT and the Trustee its  
successors and assigns the following described Real Estate and as his estate right title and interest therein whether such estate right title and  
County of Cook and State of Illinois to wit

Lot 21 in Block 1 in Dyks Addition to Pullman, being a subdivision of Lot 2 in Assessors  
Division of the West half of the North West Quarter of Section 22, Township 37 North,  
Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS: 11237 S. Edbrook Ave., Chicago, IL 60628

P.I.N. #25-22-108-010

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

Handwritten initials/signature

# UNOFFICIAL COPY

TRUSTEE

Midlothian State Bank

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.

Loan # 980616-60

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

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

Mail this instrument to

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

Pat Zavada

The instrument was prepared by

Notary Public

(Commission Expires

Given under my hand and official seal this

day of

19

State of Illinois, County of Cook, in the State of Illinois, I, the undersigned, a Notary Public in and for said County, do hereby certify that the foregoing instrument as subscribed to by the person or persons whose names are subscribed to the foregoing instrument as subscribers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own and voluntary act and deed, and that they acknowledged the same for the uses and purposes therein set forth and that the same should be filed for record. I have read the contents of the instrument and the same are voluntary and as the free and lawful act and deed of said Bank as Trustee as attested by the uses and purposes therein set forth.

A Notary Public in and for said

State of Illinois, County of

County, in the State of Illinois, do hereby certify that

BY

ATTEST

AS ATTORNEY IN LAW AND TRUSTEE

AS TRUSTEE

IN WITNESS WHEREOF, I have hereunto set my hand and official seal to the foregoing instrument, and the County of Cook, Illinois, this

(IF MORTGAGOR IS A LAND TRUST)

(Commission Expires

Given under my hand and official seal this

19th

day of

March

19 92

State of Illinois, County of Cook, I, the undersigned, a Notary Public in and for said County in the State of Illinois, do hereby certify that the foregoing instrument as subscribed to by the person or persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own and voluntary act and deed, and that they acknowledged the same for the uses and purposes therein set forth including the release and waiver of the right of homestead.

(Seal)

(Seal)

Dorothy L. Dickens

*Dorothy L. Dickens*

Jay Bee Dickens

*Jay Bee Dickens*

(Type name below signature)

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

(IF MORTGAGOR IS AN INDIVIDUAL)

171-58276

# UNOFFICIAL COPY

TOGETHER with all improvements, fixtures, 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 thereon 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 release and waive.

## IT IS FURTHER UNDERSTOOD AND AGREED THAT

1) Mortgagor shall: (1) keep said 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 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; (5) complete within a reasonable time any building 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 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 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 waived by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including original 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 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 claim thereon, 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 are connected 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 laws hereof, shall constitute a lien in favor of 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 provided for in the Note hereof. 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 the 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, 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 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 or as determined by a declaration or otherwise, holders of the Note or Trustee shall have the right to foreclose the same hereof and after that 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, stenographic 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 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. 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.

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(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, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof shall be added to the proceeds to be distributed to the lender or its assignee or its agents, as provided in the preceding paragraph hereof; and third, all proceeds and interest remaining shall be distributed to the borrower or its assignee or its agents, as provided in the preceding paragraph hereof. 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, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof shall be added to the proceeds to be distributed to the lender or its assignee or its agents, as provided in the preceding paragraph hereof; and third, all proceeds and interest remaining shall be distributed to the borrower or its assignee or its agents, as provided in the preceding paragraph hereof.

(10) No action for the enforcement of the hereof Trust Deed 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. Any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured 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. 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 the right to examine the title location, existence or condition of the premises, or shall Trustee be obligated to record this Trust Deed or to exercise any power hereof, given express, implied or by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or willful misconduct. Trustee shall not be liable for any acts or omissions hereunder, except in case of his own gross negligence or willful misconduct.

(13) Trustee shall release this Trust Deed and the then thereof by proper assignment 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 produce and exhibit to Trustee the principal 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 true without inquiry 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 principal Note and which purports to be executed by the persons named as the makers thereof, and where the release is requested of the original Trustee and he has never executed a certificate on any instrument thereof, the same as the principal Note described herein, he may accept as the genuine principal Note herein contained of the principal Note in which the persons herein designated as makers thereof.

(14) Trustee may execute in writing and in the name of the Trustee or of any other person designated as maker hereof any instrument which may be necessary or convenient for the carrying out of the purposes of this Trust Deed, and any instrument executed by the Trustee or any other person designated as maker hereof shall be deemed to have been executed by the Trustee or by any other person designated as maker hereof, and any instrument executed by the Trustee or any other person designated as maker hereof shall be deemed to have been executed by the Trustee or by any other person designated as maker hereof.

(15) If all or any part of the premises or any interest therein is sold or conveyed to a third party, the Trust Deed shall remain in full force and effect, and shall be binding upon the Trust Deed and all provisions hereof shall extend to and be binding upon the Trust Deed and all provisions hereof shall extend to and be binding upon the Trust Deed and all provisions hereof shall extend to and be binding upon the Trust Deed and all provisions hereof shall extend to and be binding upon the Trust Deed.

(16) Any provision of this Trust Deed which is intended to operate as a merger with the law of Illinois or the inclusion of which would affect the validity, legality or enforceability of this Trust Deed shall be held to be null and void, and shall not affect the enforceability of this Trust Deed or any other provision hereof. Any provision of this Trust Deed which is intended to operate as a merger with the law of Illinois or the inclusion of which would affect the validity, legality or enforceability of this Trust Deed shall be held to be null and void, and shall not affect the enforceability of this Trust Deed or any other provision hereof.