

UNOFFICIAL COPY 94407458

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THIS INDENTURE, made this 11 day of April, 1994, between Randall L. Deckinga and Patricia S. Deckinga, his wife of the Town of Lemont, County of Cook and State of Illinois, Mortgagor, and George F. Gee, as Trustee

of the Village of Orland Park, County of Cook and State of Illinois, as Trustee,

WITNESSETH THAT WHEREAS, the said Randall L. Deckinga and Patricia S. Deckinga, his wife justly indebted upon collateral installment note in the sum of Fifteen thousand four hundred fifty-one dollars and 68/100

----- Dollars, due in 47 successive monthly instalments of \$321.91 each and a final instalment, which shall be \$321.91 beginning on May 18, 1994 and thereafter on the same day of each subsequent month until paid in full, all due on or before April 18, 1998.

THIS IS A JUNIOR MORTGAGE

including ~~and~~ interest at the rate of 8.5 per cent per annum, payable monthly after date (said interest is not further evidenced by interest coupons or notes)

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said note or all of said notes bearing even date herewith and being payable to the order of _____

ORLAND STATE BANK

at the office of Orland State Bank 9612 W. 143rd St., Orland Park, IL 60462 or such other place as the legal holder thereof may in writing appoint, in lawful money of the United States, and bearing interest after maturity at the ~~rate of~~ highest lawful rate.

~~Each of said principal notes is identified by the certificate of the trustee appearing hereon.~~

NOW, THEREFORE, the Mortgagor, for the better securing of the said indebtedness as by the said note or notes evidenced, and the performance of the covenants and agreements herein contained on the Mortgagor's part to be performed, and also in consideration of the sum of ONE DOLLAR in hand paid, does CONVEY AND WARRANT unto the said trustee and the trustee's successors in trust, the following described real estate situate in the

County of Cook and State of Illinois, to wit: Lot 111 in McCarthy Pointe, being a Subdivision of part of the Southwest 1/4 of Section 21, and part of the Northwest 1/4 of Section 28, all in Township 37 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number(s): 22-21-301-009-0000/22-21-302-014-0000

Address(es) of real estate: 351 Wheeler Drive Lemont, IL 60439

This Document Prepared By
E. KENNETH FRIKAR
180 N. LaSalle St
Chicago, IL 60601

This instrument was prepared by _____

Handwritten initials/signature

and made successor — in trust herein, with like power and authority as is hereby vested in said trustee.

may be required by any person entitled thereto, then

said Cook County, or other inability to act of said trustee, when any action hereunder

trust to the Mortgagee upon receiving reasonable charge therefor, and in case of the death, resignation, or removal from

Upon full payment of the indebtedness aforesaid and the performance of the covenants and agreements hereinbefore

made by the Mortgagee, a reconveyance of said premises shall be made by the said trustee, or the trustee's successors in

AND THE Mortgagee further agrees that in case of a foreclosure decree and sale of said premises hereunder, all policies

of insurance provided for herein may be rewritten or otherwise changed so that the interest of the owner of the certificate

of sale, under such foreclosure, shall be protected to the same extent and in like manner as the interest of the legal holder

of the note or notes herein described is protected by such policies.

In case of the default of the payment of the indebtedness secured hereby or the breach of any of the covenants and

agreements entered into on the Mortgagee's part, the Mortgagee hereby waives all right to the possession, income and

rents of said premises, and it thereupon shall be lawful for the trustee or the trustee's successors in trust, to enter into and

upon and take possession of said premises and to let the same and receive and collect all rents, issues and profits thereof.

representatives or assigns on reasonable request.

principal sum remaining unpaid. The overplus of the proceeds of sale shall then be paid to the Mortgagee or to his legal

representatives or assigns on reasonable request.

Third: All the accrued interest remaining unpaid on the indebtedness hereby secured, Fourth: All of said

any of them for any other purpose authorized in this trust deed, with interest on such advance, Fifth: All of said

Second: All moneys advanced by the trustee or the trustee's successors in trust or the legal holder of said note or notes, or

stenographers' and trustees' fees, outlays for documentary evidence and costs of such abstract and examination of title,

trust deed, there shall be paid, First: All the cost of such suit, including advertising, sale and conveyance, attorneys',

have been paid and out of the proceeds of any sale of said premises that may be under such decree of foreclosure of this

be dismissed or a release hereof given until all such fees, expenses and disbursements and all the costs of such proceedings

included in any decree entered in such proceedings for the foreclosure of this trust deed, and such proceedings shall not

Mortgagee, and such fees, expenses and disbursements shall be so much additional indebtedness secured hereby and shall

insurance, showing the whole title to said premises, embracing such foreclosure decree, shall be paid by the said

documentary evidence, stenographers' charges, costs of procuring a complete abstract of title, or commitment for title

expenses and disbursements paid or incurred in behalf of the parties, including reasonable attorneys' fees, outlays for

foreclosing this trust deed shall expire, and in case proceedings shall be instituted for the foreclosure of this trust deed, all

during the pendency of such foreclosure suit and until the time to redeem the same from any sale made under any decree

premises free and clear of all homestead rights or interests, with power to collect the rents, issues and profits thereof,

which such complaint is filed, may at once and without notice appoint a receiver to take possession or charge of said

shall have the right immediately to foreclose this trust deed and upon the filing of a complaint for that purpose, the court in

thereupon the legal holder of said indebtedness, or any part thereof, or said trustee or the trustee's successors in trust,

and payable; such election being made at any time after the expiration of said thirty (30) days without notice, and

note or notes or any of them, the said principal sum together with the accrued interest thereon shall at once become due

shall continue for thirty (30) days after such installment becomes due and payable, then at the election of the holder of said

notes secured hereby, or in case of default in the payment of one of the installments or interest thereon, and such default

in the event of a breach of any of the aforesaid covenants or agreements, or in case of default in payment of any note or

successors in trust, or the legal holder of said note or notes, to so advance or pay any such sums as aforesaid.

including attorneys' fees, shall with interest thereon, become so much additional

indebtedness secured hereby; but nothing herein contained shall render it obligatory upon said trustee or the trustee's

manner protect the title or estate hereby conveyed, or expanded in or about any suit or proceedings in relation thereto,

notes, or any of them, for the aforesaid purposes, or any of them, or to remove encumbrances upon said premises or in any

the moneys which may be advanced by said trustee or the trustee's successors in trust, or by the legal holder of said note or

trustee as additional security hereunder and upon failure to so secure and deposit such insurance policies, said trustee or

such insurance policies, with the usual mortgage clause attached or other sufficient endorsement, to be deposited with the

insurable value of such buildings for an amount not less than the amount of the indebtedness secured hereby and to cause

legal holder of said note or notes, against loss or damage by fire and windstorm (with extended coverage) for the full

said premises insured in a company or companies to be approved by the trustee and the trustee's successors in trust, or the

intended so to be shall be weakened, diminished or impaired; to keep all buildings which may at any time be situated upon

herein set forth.

And the Mortgagee does covenant and agree as follows: To pay said indebtedness and the interest thereon as herein and

in said note or notes provided; to pay all taxes and assessments levied on said premises as and when the same shall become

due and payable and to keep all buildings in good repair and to suffer no lien of

mechanics or material men, or other claim, to attach to said premises, to pay all water taxes thereon as and when the same

shall become due and payable and neither to do, nor suffer to be done, anything whereby the security hereby effected or

intended so to be shall be weakened, diminished or impaired; to keep all buildings which may at any time be situated upon

said premises insured in a company or companies to be approved by the trustee and the trustee's successors in trust, or the

insurable value of such buildings for an amount not less than the amount of the indebtedness secured hereby and to cause

legal holder of said note or notes, against loss or damage by fire and windstorm (with extended coverage) for the full

said premises insured in a company or companies to be approved by the trustee and the trustee's successors in trust, or the

intended so to be shall be weakened, diminished or impaired; to keep all buildings which may at any time be situated upon

Together with all the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and

apparatus and all fixtures now in or that shall hereafter be placed in any building now or hereafter standing on said land,

and all the estate, right, title and interest of the Mortgagee or of, in and to said land, hereby expressly releasing and waiving

all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois; TO HAVE AND TO HOLD the

same unto the said trustee and the trustee's successors in trust, FOREVER, for the uses and purposes, and upon the trusts

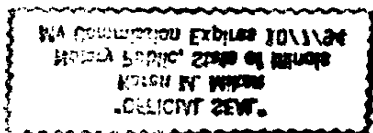
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§ 1-102 "Legal holder" referred to herein shall include the legal holder or holders, owner or owners of said note or notes, or indebtedness, or any part thereof, or of said certificate of sale and all the covenants and agreements of the Mortgagor herein shall extend to and be binding upon Mortgagor's heirs, executors, administrators or other legal representatives and assigns.

If any provision of this trust deed shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this trust deed.

If this trust deed is signed by more than one person, it shall be binding upon and fully effective as to all such persons jointly and severally, irrespective of the use of words importing the singular number.



WITNESS the hand s and seal s of the Mortgagor, the day and year first above written.

X Randall L. Deckinga (SEAL)
Randall L. Deckinga

X Patricia S. Deckinga (SEAL)
Patricia S. Deckinga

Please print or type name(s)
below signature(s)

_____ (SEAL)

_____ (SEAL)

The note or notes mentioned in the within trust deed have

been identified herewith under Identification No. D-2

George F. Gee
George F. Gee, Trustee

Box _____

Trust Deed

Insurance and Receiver

TO

ADDRESS OF PROPERTY:

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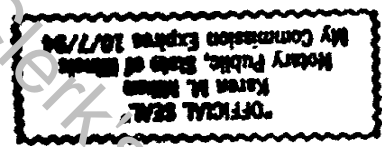
MAIL TO:

ORLAND STATE BANK
2 West 143rd St.
Orland Park, Illinois
60462

GEORGE E. COLE
LEGAL FORMS

94407455

Property of Cook County Clerk's Office



Commission Expires _____

(Impress Seal Here)

Karen M. Mikken
Notary Public

Given under my hand and official seal this _____ 18th _____ day of _____ April _____ 19 _____ 94

waver of the right of homestead.
instrument as _____ their _____ free and voluntary act, for the uses and purposes therein set forth, including the release and
appeared before me this day in person and acknowledged that _____ they _____ signed, sealed and delivered the said
personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument.

I, _____ Karen M. Mikken _____, a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that _____ Randall L. Deckinga & Patricia S. Deckinga _____

STATE OF _____ Illinois _____
COUNTY OF _____ Cook _____
} ss.