

9-3769255
UNOFFICIAL COPY

This Indenture, Made January 31

19 92, between

Robert L. Fox and Margaret Fox, His Wife, as Joint Tenants DEPT-11 RECORD-T \$27.50
T65555 TRAH 4301 08/31/94 14133100
#6231 & J.J. *-94-769755
COOK COUNTY RECORDER
94769755
herein referred to as "Mortgagors," and

MOUNT GREENWOOD BANK

an Illinois banking corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders or the Note, in the PRINCIPAL SUM OF Eleven Thousand One Hundred Ninety Four and 48/100s----- (\$11,194.48)----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to

BEARER Mount Greenwood Bank and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from disbursement on the balance of principal remaining from time to time unpaid at the rate of 10.00 percent per annum in instalments as follows: Two Hundred Thirty Seven & 85/100s----- Dollars on the 1st day of March 19 92 and Two Hundred Thirty Seven & 85/100s----- (\$237.85)----- Dollars on the 1st day of each Month

thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 31st day of January, 1997. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the maximum rate permitted by law per annum, and all of said principal and interest being made 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, and in absence of such appointment, then at the office of Mount Greenwood Bank

in said City;

This Trust Deed and the Note secured hereby, are not assumable and become immediately due and payable in full upon either the vesting of title in any party other than Mortgagors, or if Mortgagor hereunder is an Illinois Land Trust the transfer of the beneficial interest in said Land Trust to any other party, other than the beneficiaries thereof as of the date of the present Trust Deed.

The Mortgagors and all parties who are or hereafter may become secondarily liable for the payment of the obligation evidenced by the present Trust Deed, hereby agree to remain liable to the Mortgagee or its successors and assigns in the event that any extension of time for repayment is given to Mortgagors.

NOW, THEREFORE, the Mortgagors 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 Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situated, lying and being in the Village of Oak Lawn, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot Fourteen (14) in Block Four (4) in Ranch Manor Third Addition Being a Subdivision of Part of the East Half (½) of the Southeast (¼) of Section 15, Township 37 North, Range 13, East of the Third Principal Meridian According to Plat Thereof Registered in the Office of the Registrar of Titles on November 13, 1952 as Document Number 1432654, in Cook County, Illinois.

P.I.N. #24-15-410-008

Commonly known as : 4109 W. Dean Drive, Oak Lawn, IL. 60453

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

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 Mortgagors 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

27.50

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defendant, by reason of this note or of any other note, shall be liable for the preparation for the
and bankruptcy proceedings, to which either of them shall be a party either as plaintiff, defendant or
or defendant by trustee or holder of the note in connection with (a) any proceeding, including probable
due and payable, with interest thereon at the maximum rate permitted by law per annum, when paid
particulars of the note shall be come so much additional indebtedness hereby and immediately
such sum or to evidence to bidders at any sale which may be held pursuant to such decree in this
to title as trustee or holders of the note may demand to be reasonably necessary either to prosecute
examinations, garnishee processes, foreclosures, and similar data and assurances with respect
to be expended after entry of the decree of prosecution all such expenses as to items
pertaining, attorney's fees, trustee's fees, appraiser's fees, outlays for documentation and ex-
penses of the note for attorney's fees, trustee's fees, appraiser's fees, outlays for documentation and ex-
pense all expenditures and expenses which may be paid or incurred by or on behalf of trustee or hold-
close the loan hereof, trustee shall have the right to foreclose the loan hereof in any suit to fore-
wise, bidders of the note or trustee shall be entitled to add additional indebtedness in the decree for
7. When the indebtedness hereby secured shall become due whether by acceleration or other-

Mortgagor hereinafter contained.
when default shall occur and continue for three days in the performance of any other agreement of the
the case of default in making payment pursuant to any instrument of payment on the note, or (b)
thing in the note or in this Trust Note to the contrary, provided (a) immediately in
notice to Mortgagors, all unpaid indebtedness secured by this Trust Note shall, notwithstanding any-
case, when due according to the terms hereof. At the option of the holder, notwithstanding
from the appropriate public office without injury into the accuracy of such bill, statement or estimate
ized relating to taxes or assessments, may do so according to any bill, statement or estimate presented
or into the validity of any tax, assessment, sale, forfeiture or estimate of the part of claim thereto.

5. The Trustee or the holder of the note hereby secured making any payment hereinafter
arising to the note hereinafter, shall pay each item of indebtedness herein mentioned, save, and without
exception, taxes, interest, attorney's fees, costs and expenses of collection and inter-

arising to them on account of any default hereunder on the part of Mortgagors.
amount, notice or holders of the note shall never be considered as a waiver of any right
and payable without interest thereon at the maximum rate permitted by law
be taken, shall be so much additional indebtedness secured hereon and shall become immediately due
reasonable compensation to Trustee for each matter concerning which herein authorized, plus
by Trustee or the holder of the note to protect the mortgaged premises and the loan hereof, plus
and of amount in connection therewith, including attorney's fees, and any other money advanced
least my tax or assessment, all monies paid for any of the purposes herein authorized and all expenses
or title or claim hereof, or redeem from any tax sale or forfeiture affecting said premises or con-
summation, if any, and need not, make full or partial payment of any tax loan or other prior loan
payment, and need not, make full or partial payment of or interest on prior
payment of performance may not hereinafter required of Mortgagors in any form and manner made

4. In case of default herein, Trustee or the holder of the note may, but need not, make any
days prior to the respective dates of payment,
ers of the note, and in case of insurancce about to expire, shall deliver renewal policies not less than ten
attached to each policy, and shall deliver to each holder, including additional and renewal policies, to hold-
ership of the note, under insurance by the standard mortgagage clause to be evidenced by the
holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the
margin the sum or to pay in full the indebtedness either to pay the cost of replacing or repairing
permits issued against loss or damage by fire, lightning or windstorm under policies providing for
permits issued against loss or damage in any form and manner stated on said

3. Mortgagors shall keep all buildings and land free of debris or damage, except to the extent
taxes, special assessments, water service charges, sewer services, and shall pay special
uses when due, upon written request, furnish to Trustee or to holders of the note duplicate
receipts therefor, to prevent default hereunder Mortgagor shall pay in full under protest, in the man-

ner provided by statute, any tax or assessment which Mortgagors may desire to protest,
premises, (6) make no material alterations in said premises except to the extent
within a reasonable time of such prior to Trustee or to holder upon receipt upon said
facility evidence of the premises superior to the holder, and upon receipt exhibit same
carried by a lien or charge on the premises due any indebtedness which may be es-
not expressly subordinated to the lien hereof; (3) pay when due any claims for re-
in good condition and repair, without waste, and from mechanic's or other liens or improvements
now or hereafter on the premises which may become due, (2) keep said premises
1. Mortgagors shall (1) promptly repair, restore or rebuild any building or improvements

IT IS FURTHER UNDERTAKEN AND AGREED THAT:

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assig-
tees, for the purposes, and upon the uses and trusts heretofore set forth, free from all rights and
and benefits the Mortgagors do hereby expressly release and waive.
and under, for the use of the Homestead Exemption Laws of the State of Illinois, which said rights
mortgagors or their successors or assigns shall be considered as constituting part of the real estate.
is agreed that all similar apparatus, equipment or articles heretofore placed in the premises by the
goings are declared to be a part of said real estate whether physically attached thereto or not, and it
doors and windows, door coverings, indoor beds, awnings, stoves and water heater. All of the fore-

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commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or for 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 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 constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

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 appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for 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 rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, 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 deed, 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 access thereto shall be permitted for that purpose.

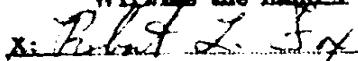
12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument 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 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 the genuine note herein described 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 note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested 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 conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

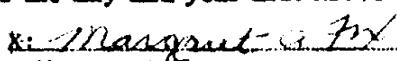
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, then Chicago Title and Trust Company shall be the first Successor in Trust, and in case of its resignation, inability or refusal to act the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

Witness the hands and seals of Mortgagors the day and year first above written.


Robert L. Fox

[SEAL]


Margaret Fox

[SEAL]

[SEAL]

[SEAL]

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TRUST DEED

For Instalment Note

Box _____



To
MOUNT GREENWOOD BANK

Trustee

PROPERTY ADDRESS

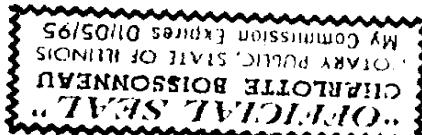
4109 W. Dean Drive
Oak Lawn, IL 60453

DATE January 31, 1992

CITY Chicago, IL 60655
ADDRESS 3052 W. 111th St.
NAME Mount Greenwood Bank

MAIL THIS INSTRUMENT TO
ATTORNEY RECORDING

I M P O R T A N T
For the protection of both the borrower and lender, the note secured by this Trust Deed should be identified by the Trustee named herein below. This Trust Deed is filed for record.



GIVEN under my hand and Notarial Seal this 31st

day of January A.D. 1992.

REBERRY CERTIFY THAT Barber, L., Fox and MacGaret, Fox
a Notary Public in and for said County, in the State aforesaid, do
who are personally known to me to be the same persons whose names they
and acknowledged that they signed, sealed, and delivered the said Instrument
and acknowledged to the foregoing Instrument, appeared before me this day in person
ment as Their free and voluntary act, for the uses and purposes herein set
forth, including the release and waiver of the right of homestead.

I, the undersigned
STATE OF ILLINOIS, }
{ County of Cook
REBERRY CERTIFY THAT Barber, L., Fox and MacGaret, Fox
a Notary Public in and for said County, in the State aforesaid, do
who are personally known to me to be the same persons whose names they
and acknowledged that they signed, sealed, and delivered the said Instrument
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ment as Their free and voluntary act, for the uses and purposes herein set
forth, including the release and waiver of the right of homestead.