TO STEPHENE STATE OF

TRUST DEED 972178

THIS INDENTURE made July 28, 1997, between NICHOLAS HAMILTON and ROBYN HAMILTON, his wife, herein referred to as "Mortgagors" and JOHN N. SHANKLAND, 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 of the Note", in the principal sum of ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000.00), evidenced by that certain Note of the Mortgagors of even date wherewith, made payable to THE ORDER OF JOHN N. SHANKLAND, and delivered in and by which said Note the Mortgagors promise to pay the said principal sum and interest of SEVEN percent (7%) per annum on the balance of principal ren airing from time to time unpaid, as follows: \$698.57 on September 1, 1997 and the payment of principal and interest, if no sooner paid, shall be due on August 1. 2027. All 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

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COOK COUNTY
RECORDER
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principal; provided that the principal and interest unless paid when doe shall bear interest at the rate of NINE percent (9%) per annum, and all of said principal and interest being payable at such place as the Holders of the Note may, from time to time, in writing, appoint, and in absence of such appointment, than at the office of JOHN N. SHANKLAND, 225 So. Sevents Avenue, La Grange, Illinois 60525.

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 Brookfield, County of Cook and State of Illinois, to wit:

Lot 26 and the North Half of Lot 25 in Block 12 in Brookfield Manor, being a Subdivison of the Northeast Quarter of Section 34, Township 39 North, Range 12, East of the Third Principal Meridian, (except the right of way of the Suburban Railroad Company), in Cook County, Illinois.

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UNOFFICIAL COPY

Permanent Index/Tax Number: 15-34-211-012 and 15-34-211-013 Commonly known as: 3227 Sunnyside, Brookfield, Illinois 60513

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 doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus;, equipment or articles hereafter placed (on the premises by the Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

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

This trust deed consists of six (6) pages. The covenants, conditions and provisions appearing on the following pages are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and arsigns.

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

NICHOLAS HAMILTON (SEAL)

ROBYN HAMILTON

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, THOMAS C. SPRAGUE, a Notary Public in and for and residing in said County, in the

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State aforesaid, DO HEREBY CERTIFY THAT NICHOLAS HAMILTON and ROBYN HAMILTON, his wife, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28 day of July, 1997.

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"OFFICIAL SEALAR"
CANDISE S. CASEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/23/98

COVENANTS, CONDITIONS AND PROVISIONS

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due a sy it debtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon (equest, exhibit satisfactory evidence of the discharge of such prior lien Trustee or to Holders of the Note; (4) complete within a reasonable time any building or buildings new or at any time in process of erection upon said remises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors 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 duplicate receipts therefor. To prevent default hereunder, Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mertgagors shall keep all buildings and improvements now or hereafter situated o'r said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing 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 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 a sy act hereinbefore required of Mortgagors 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

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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 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 (9%) per annum. Inaction of 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 Mortgagors.

- 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 trx, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terrols hereof. At the option of the Holders of the Note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the Note, or (b) when default shall occur and continue for three (3) days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby swared shall become due whether by acceleration or otherwise, Holders of the Note or Trustee shall have the right to foreclose the lien thereof. 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 incur ed 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 scarches and examinations, title insurance policies, Torrens certificates, and similar date and assurances with respect to title as Trustee or Holders of the Note may deem to be reasonably necessary either to prosecute such soit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the tive to or the value of the premises. All expenditures and expenses of the nature of this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest therepa at the rate of nine percent (9%) per annum, when paid or incurred by Trustee of Holders of the Note in connection with (a) any proceeding, including 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 hereov 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.
- 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 evidences 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

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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 a 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 fore-losing this Trust deed, or any tax, special assessment or other lien which may be or become superior to use 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 per nitted for that purpose.
- 12. Trustee has not duty to examine the title, location, existence or condition of the premises or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the Note or Trust Deed, 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 by higher 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 Note herein described any Note which bears an identification number purporting to be placed thereon 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 placed its identification number on the Note described herein, it may accept as the 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, the then Recorder of deeds of the count in which the premises are situated shall be 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.

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15. This Trust Deed and all provision 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. The word "Note" when used in this instrument shall be construed to mean "Notes" when more than one Note is used.

16. The Note secured hereby may be paid in full or part prior to its maturity without any cost or penalty to the makers of said Note.

The Note secured by this Trust Deed and this Trust Deed should be identified by the Trustee or its agent before the Trust Deed is recorded or filed.

Identification Number/Mark: 3227

MAIL TO:

This instrument prepared by:

THOMAS C. SPRAGUE

Attorney at Law

1601 West 55th Street

La Grange, Illinois 60525-7016

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Commitment Number: 972178

SCREDULE C

The land referred to in this Commitment is described as follows:

THE NORTH HALF OF LOT 25 I.

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ION OF THE NORTHEAST QUARTER OF S.

THE THRO PRINCIPAL MERIDIAN, (EXCEP:
AD COMPANY), IN COOK COUNTY, ILLINOIS.

WINGS 34. 211-012.013

PA: 3222 Sunny side, Brookfield IL LOT 20 AND THE NORTH HALF OF LOT 25 IN BLOCK 12 IN BROOKFIELD MANOR, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 MORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RIGHT OF WAY OF THE SUBURBAN RAILROAD COMPANY), IN COOK COUNTY, ILLINOIS.

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