

THIS TRUST DEED made this 5th day of November, 19 87, between Gary S. Gubitz and Judith L. Gubitz, his wife

of the Village of Homewood, County of Cook and State of Illinois (hereinafter, whether one or more, and if more than one, jointly and severally, called "Mortgagor") and RIVER OAKS BANK AND TRUST COMPANY, an Illinois banking corporation, doing business and having its principal office in Calumet City, Illinois, as Trustee, (hereinafter called "Trustee") WITNESSETH:

WHEREAS, Mortgagor is justly indebted to the legal holder(s) of the installment note hereinafter described, in the sum of Seventeen Thousand five hundred sixty four and 40/100 Dollars

(\$ 17,564.40), which indebtedness is evidenced by Mortgagor's installment note (the identity of which is evidenced by an identification number corresponding to the identification number of this Trust Deed), of even date herewith, made payable to THE ORDER OF RIVER OAKS BANK AND TRUST COMPANY, and upon the terms and provisions as provided therein, (hereinafter "Note") and delivered in and by which Note, Mortgagor promises to pay said indebtedness in monthly installments as provided therein, with the final installment, if not sooner paid, due and payable on November 5, 1997; and

WHEREAS, the indebtedness evidenced by the Note and all extensions and renewals thereof, in whole or in part, to the extent permitted by applicable law, all costs and disbursements, including, without limitation, reasonable attorneys' fees, incurred by Trustee and/or holder of the Note in legal proceedings to collect the debt evidenced by the Note or to realize upon any collateral (as defined in the Note) after Default (as hereinafter defined in paragraph 9 hereof), and any and all other sums which at any time may be due or owing or required to be paid as provided in this Trust Deed or in the Note, are hereinafter called the "indebtedness secured hereby". The legal holder(s) of the Note are hereinafter, whether one or more, called "holder of the Note". The unearned portions of the FINANCE CHARGE and insurance charge(s), if any, determined as set forth in the Note are hereinafter called "Unearned Charges";

NOW, THEREFORE, Mortgagor, to secure the repayment of the indebtedness secured hereby in accordance with the covenants and agreements herein and in the Note contained, and the performance and observance of the covenants and agreements of Mortgagor as herein and in the Note contained, and also in consideration of the sum of One Dollar (\$1.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Convey and Warrant unto Trustee, its successors and assigns, the following described real estate:

Lot 196 in TOWN AND COUNTRY SUBDIVISION, being a Resubdivision of Certain heretofore vacated lots, Blocks, Alleys, Streets and Portions thereof in Flossmoor Heights, J. C. McCartney's Subdivision, in the Northeast 1/4 of Section 5, Township 35 North, Range 14, East of the Third Principal Meridian, according to the plat of said Town and Country Subdivision registered in the Office of the Registrar of Titles of Cook County, Illinois, on October 1, 1974, as Document Number 2776509 in Cook County, Illinois.

Permanent Tax Number: 32-04-200-034 *A.H.O. [Signature]*

18343 Center  
Homewood, IL 60430

which, together with the property hereinafter described, is called the "Premises",

TOGETHER with all improvements, tenements, buildings, easements, fixtures, privileges, reservations, allowances, hereditaments and appurtenances now or hereafter thereunto belonging or pertaining; and any and all rights and interests of every name and nature now or hereafter owned by Mortgagor, forming a part of or used in connection with the real estate or the operation and convenience of the buildings and improvements located thereon, including, by way of enumeration but without limitation, all equipment owned by Mortgagor and used or useful in the operation of the real estate or improvements thereon or furnished by Mortgagor to tenants thereof; all machines, machinery, fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation (whether single units or centrally controlled), and all floor covering, screens, storm windows and doors, window shades, blinds, awnings, stoves, refrigerators, dishwashers, disposal units, range hoods, water heaters and blowers; in each case now or hereafter placed in, on or at the Premises, it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically enumerated,

AND TOGETHER WITH all of the rents, income, receipts, revenues, issues and profits thereof and therefrom,

AND all of the land, estate, property and rights hereinabove described and hereby conveyed and intended so to be, whether or not affixed or annexed to the real estate, are intended to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate and for the purposes hereof shall be deemed to be real estate conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the Premises unto Trustee, its successors and assigns, forever, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits are hereby expressly released and waived, for the purposes, uses and trusts herein set forth, together with all right to retain possession of the Premises after any default in the payment of all or any part of the indebtedness secured hereby or the breach of any covenant or agreement herein contained, or upon the occurrence of any Default (as hereinafter defined in paragraph 9 hereof).

This document was prepared by:  
(Name) Michael Mudroncik  
(Address) 1701 River Oaks Drive  
Calumet City, IL 6049

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Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority to the extent permitted by applicable law...

10. Foreclosure. When the indebtedness secured hereby, or any part thereof, shall become due, whether by acceleration or otherwise, and is not paid in accordance with the terms as herein and in the Note provided, Trustee or holder of the Note shall have the right to foreclose the lien hereon and to exercise any right, power or remedy as herein and in the Note provided...

Holder's Performance of Mortgage's Obligations. If Mortgagee fails to perform the covenants and agreements herein and in the Note and to perform the obligations of Mortgagee's Obligations, including, but not limited to, eminent domain, insolvency, code enforcement, or decedent, then Trustee or holder of the Note may, but shall not be required, to make full or partial payments of principal or interest on prior and subsequent mortgages, title or claim thereon, or redemption of any tax sale or foreclosure affecting the Premises...

(b) In the event of loss or damage, Mortgagee shall give prompt notice to the insurer and holder of the Note, and holder of the Note is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and, in such case, Mortgagee covenants to sign upon demand all receipts, vouchers and releases required to be signed by the insurance companies. Holder of the Note, at its option, may apply all or any part of the insurance proceeds to any loss or damage to the Premises...

(a) At all times, Mortgagee shall keep all buildings and improvements now existing or hereafter erected on the Premises insured in the greater of the amount of eighty percent (80%) of its full insurable value, or in an amount sufficient to pay in full the indebtedness secured by the First Mortgage and the amount of the indebtedness secured hereby, against loss or damage by fire, flood, lightning, wind, hail, explosion, riot, civil commotion, strike, sabotage, terrorism, war, nuclear energy, or any other cause...

3. Preservation of Premises; Liens. Mortgagee shall (a) keep the Premises in good condition and repair, without waste; (b) promptly repair, restore or rebuild all buildings or improvements now or hereafter on the Premises which may become damaged or destroyed; (c) complete, within a reasonable time, any building(s) now or at any time in the process of erection upon the Premises; (d) make no substantial repairs, alterations or remodeling of the Premises unless the written consent of holder of the Note shall first have been obtained; (e) comply with all laws and municipal ordinances with respect to the Premises and the use thereof; (f) not do, or permit to be done upon the Premises, anything that might impair the value thereof, or the lien of this Trust Deed; (g) keep the Premises free from liens of mechanics and materialmen, and from all other liens, charges, claims or encumbrances, except for the liens of this Trust Deed, of the First Mortgage in existence on the date hereof and current real estate taxes not yet due and payable; (h) pay when due any indebtedness which may be secured by a lien, charge or encumbrance on the Premises superior to the lien hereof, and upon request, exhibit satisfactory evidence of the discharge of such prior lien, charge or encumbrance to holder of the Note; and (i) suffer or permit no change in the general nature of the occupancy of the Premises, without the prior written consent of holder of the Note.

(c) The terms of the First Mortgage Note or First Mortgage shall not be amended or modified without the prior written consent of holder of the Note. Mortgagee covenants that this Trust Deed is lawfully executed and delivered in conformity with the First Mortgage Note and First Mortgage and that no default has occurred or exists under the First Mortgage Note or First Mortgage. Mortgagee shall promptly furnish to holder of the Note copies of all notices received from First Mortgage regarding the First Mortgage Note or First Mortgage.

2. Payment of Indebtedness. Mortgagee shall promptly pay when due each item of indebtedness secured hereby and shall duly perform and observe all the covenants and agreements herein or in the Note provided on the part of Mortgagee to be performed and observed.

Vertical text on the left margin: RUBY RIVER BANK, 701 RUBY RIVER BANK, 51.25

Vertical text on the right margin: 51.25

# UNOFFICIAL COPY

27. Provisions Severable. Wherever possible, each provision of this Trust Deed shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or clause of this Trust Deed be deemed to be prohibited by or invalid under applicable law, such provision or clause shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or clause or the remaining provisions and clauses of this Trust Deed.

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

Gary S. Gubitz  
Gary S. Gubitz

Judith L. Gubitz  
Judith L. Gubitz

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

I, \_\_\_\_\_, undersigned \_\_\_\_\_, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Gary S. Gubitz and Judith L. Gubitz, his wife

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

GIVEN under my hand and Notarial Seal this 5 day of November, 19 87

Dorothy Bacter  
Notary Public

My Commission Expires: March 30, 1990

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### IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY RIVER OAKS BANK AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification Number \_\_\_\_\_

RIVER OAKS BANK AND TRUST COMPANY, Trustee.

By: \_\_\_\_\_

Assistant Trust Officer  
Assistant Secretary  
Assistant Vice President

MAIL TO:

For Recorder's index purposes, insert street address of above described Premises here.

Place in Recorder's Office

Box Number \_\_\_\_\_

# UNOFFICIAL COPY

Charges; and, fourth, any surplus to Mortgagee, its heirs, legal representatives, successors or assigns, as their rights may appear. To the extent permitted by applicable law, in case of payment of said indebtedness after the preparation or filing of any suit, and prior to the entry of any judgment or decree, a reasonable sum for legal services rendered to the time of such payment shall be allowed, which, together with any sum paid for continuation of evidence of title, court costs, stenographers' charges, and expenses of such proceedings shall be additional indebtedness secured hereby.

12. Receiver, Upon, or at any time after the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may appoint a receiver of the Premises, such appointment may be made either before or after sale, without notice to Mortgagee or any party claiming under Mortgagee, without requiring bond, without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the value of the Premises or the occupancy thereof as a homestead. Trustee or holder of the Note may be appointed as such receiver. Such receiver shall have power to manage, rent, and collect the rents, issues and profits of the Premises, due and to become due, during the pendency of such foreclosure suit and during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagee, 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 from the Premises in his hands in payment in whole or in part of (a) the indebtedness secured hereby or the indebtedness secured by any decree foreclosing this Trust Deed, or any tax, special assessments or other liens which may be or become superior to the lien hereof or such decree, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

13. **Restrictions on Transfer.** It shall be an immediate Default hereunder if, without the prior written consent of holder of the Note, any of the following shall occur: (a) if Mortgagee shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or alienation of all or any part of the title to the Premises; (b) if Mortgagee is a trustee, then if any beneficiary of Mortgagee shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or alienation of such beneficiary's beneficial interest in Mortgagee; (c) if Mortgagee is a corporation, or if a corporation is a beneficiary of a trustee mortgage, then if any shareholder of such corporation or other encumbrance or alienation of any such shareholder's shares in such corporation, and such sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of such shareholder's shares in such corporation, provided that if such corporation is a corporation whose stock is publicly traded on a national securities exchange or on the "Over the Counter" market, then this subsection (c) shall be inapplicable as to all shareholders holding or owning less than five percent (5%) of all classes of the outstanding shares of such corporation; or (d) if Mortgagee is a partnership or joint venture, or if any beneficiary of a trustee mortgage is a partnership or joint venture, then if any partner or joint venture in such partnership or joint venture shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or alienation of any part of the partnership interest or joint venture interest, as the case may be, of such partner or joint venture. Provided, however, that the foregoing portion of this paragraph 13 shall not apply to the liens of this Trust Deed, the first Mortgage in existence on the date hereof and current real estate taxes not yet due and payable.

14. **Title in Mortgagee's Successors.** If the ownership of the Premises becomes vested in a person other than Mortgagee, Trustee or holder of the Note, without notice to Mortgagee, may deal with such successor in interest with reference to this Trust Deed and the indebtedness secured hereby in the same manner as with Mortgagee, and may extend time for payment of the indebtedness or upon the liability of Mortgagee hereunder or upon the liability of Mortgagee hereunder or upon the liability of Mortgagee hereunder secured hereby, without discharging, or in any way affecting the liability of Mortgagee hereunder or upon the liability of Mortgagee hereunder secured hereby. As additional security hereunder, Mortgagee hereby assigns and transfers to holder of the Note all leases or by Premises, or any part thereof, together with all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease or agreement, written or verbal, it being the intention hereby to establish an absolute transfer and assignment of all the said leases and agreements, and of all the aforesaid rents, issues and profits, to holder of the Note, and all now due, or that may hereafter become due under each and all of the aforesaid leases and agreements, written or verbal, provided, however, holder of the Note shall not exercise any of the rights and powers conferred upon it herein until and unless one or more of the Defaults set forth in paragraph 9 hereof shall have occurred. Neither Trustee nor holder of the Note shall be obligated to perform or discharge any obligation, duty or liability of lessor under any lease of the Premises.

15. **Waiver of Defense.** 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 the same in a foreclosure action at law upon the Note.

16. **Waiver of Right to Foreclosure.** Any delay or omission by Trustee or holder of the Note in exercising any right or remedy, or in performing any duty or obligation, shall constitute a waiver of the right to foreclose, and shall not constitute a defense to any action for the enforcement of the lien or of any provision hereof.

17. **Waiver of Right to Foreclosure.** Any delay or omission by Trustee or holder of the Note in exercising any right or remedy, or in performing any duty or obligation, shall constitute a waiver of the right to foreclose, and shall not constitute a defense to any action for the enforcement of the lien or of any provision hereof.

18. **Waiver of Right to Foreclosure.** Any delay or omission by Trustee or holder of the Note in exercising any right or remedy, or in performing any duty or obligation, shall constitute a waiver of the right to foreclose, and shall not constitute a defense to any action for the enforcement of the lien or of any provision hereof.

19. **Release of Trust Deed.** Trustee shall release this Trust Deed and the lien thereof upon presentation of satisfactory evidence that all indebtedness secured hereby has been fully paid and all covenants and agreements herein made by Mortgagee have been performed. The provisions of the "Trust and Trustees Act" of the State of Illinois as amended from time to time shall be applicable to this Trust Deed. Trustee may execute and deliver such release to, and at the request of, any person who shall, before or after maturity thereof, produce and exhibit to Trustee this Trust Deed and the Note which bears the identification number of this Trust Deed and purports to be executed by (the person(s) designated in this Trust Deed as the maker thereof), both representing that all indebtedness secured hereby 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 described herein any note which bears an identification number purporting to be placed thereon by a prior trustee heretofore 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. Where the release is requested of a Trustee and it has never placed its identification number on the Note, it may accept as the Note 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 makers thereof.

20. **Waiver of Liability.** Neither Trustee, nor any of its agents or attorneys, nor holder of the Note, shall have any 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 on this Trust Deed; (b) be obligated to record this Trust Deed or to exercise any power herein given under express obligation by the terms hereof; or (c) be personally liable for any acts or omissions hereunder, except in case of their own gross negligence or willful misconduct or that of the agents, attorneys or employees of Trustee or holder of the Note, and, to the extent permitted by applicable law, they may require indemnification satisfactory to them before exercising any power hereby given.

21. **Recordation of Trust Deed.** Trustee may, at any time, re-sign or discharge itself of and from the trust hereby created by instrument in writing filed in the office of the Recorder or Registrar of Titles of the county in which this Trust Deed 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 county 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. Successors and Assigns. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagee and any and all persons claiming by, through or under Mortgagee, the same as if they were in every case named and expressed, and shall inure to the benefit of Trustee, its successors and assigns, and to holder of the Note. Each from time to time holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions specified herein, as fully and to the same extent and with the same effect as if such from time to time holder of the Note were herein by name.

22. **Captions and Pronouns.** The captions and headings of the paragraphs of this Trust Deed are for convenience only and are not to be used to interpret or define the positions hereof. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable. The word "Note" shall be construed to mean "Notes" when more than one note is used.

23. **Joint and Several Liability.** The word "Mortgagee" shall include all such persons and all persons liable for the payment of the indebtedness secured hereby or any part thereof, and all such persons shall be jointly and severally liable hereon, and any notice from Trustee or holder of the Note to Mortgagee may be given to all Mortgagees in case of any one or more Mortgagees selected by Trustee or holder of the Note. Notwithstanding anything to the contrary contained, no Mortgagee is obligated to pay any indebtedness described herein unless the Mortgagee has signed the Note.

24. **After-Acquired Consumer Goods.** To the extent that any property constituting a part of the Premises are consumer goods, notwithstanding anything contained in this Trust Deed or in the Note to the contrary, Trustee or holder of the Note shall have a lien or security interest in after-acquired consumer goods of Mortgagee or other than acccessions, unless Mortgagee acquires rights in said consumer goods within ten (10) days after Trustee or holder of the Note have given value. The terms in this paragraph 24 shall be defined as set forth in the Uniform Commercial Code as enacted in Illinois from time to time.

25. **Governing Law.** The loan secured hereby has been made, and all rights and obligations hereunder, including the right to foreclose, shall be governed and construed in accordance with the laws of the State of Illinois.

26. **Delivery of Note.** The Note shall be delivered at Calumet City, Illinois, and the rights and obligations hereunder shall be governed and construed in accordance with the laws of the State of Illinois.

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