

TRUST DEED

720637

3665184



THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 29, 1987, between John T. Flood, Jr. and Donna L. Flood, married to each other

herein referred to as "Mortgagors" and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal 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

Fifty-Five Thousand Two Hundred and No/100 (\$55,200.00)----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest thereon (including principal and interest) as follows:

Three Hundred Six and 67/100 (\$306.67)----- Dollars or more on the 15th day of November 1987, and Three Hundred Six and 67/100 (\$306.67)----- Dollars or more on the 15th 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 15th day of October, 2002. All such payments on account of the indebtedness evidenced by said note to be ~~paid~~ applied to ~~interest~~ on the unpaid principal balance ~~and the~~ ~~remainder~~ ~~of~~ ~~each~~ ~~month~~ ~~and~~ ~~all~~ ~~of~~ ~~said~~ ~~principal~~ ~~and~~ ~~interest~~ being made payable at such banking house or trust company in Hillside, 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 home of Emmett A. Baker and Helen D. Baker, 620 Irving Avenue, Hillside, Illinois 60162

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and 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, situate, lying and being in the Village of Hillside, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot Two (2) in Block Two (2) in Vendroy and Company's Third Addition to Hillside Acres, being a Subdivision of that part of the East 50 acres of the West Half (1/2) of the Southeast Quarter (1/4) of Section 7, Town 39 North, Range 12, East of the Third Principal Meridian, lying South of the Right of Way of the Aurora, Elgin and Chicago Electric Railroad, also part of the East 7 acres of the Northeast Quarter (1/4) of Section 18, Town 39 North, Range 12, East of the Third Principal Meridian, lying North of the Center line of Butterfield Road.

Property Address: 620 Irving Avenue, Hillside, Illinois 60162

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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 in 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, inador beds, 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 in 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 upon 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 two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

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

John T. Flood, Jr. [Signature] [SEAL] Donna L. Flood [Signature] [SEAL]

STATE OF ILLINOIS,

County of Cook

I, Mary Catherine Hohman

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY

THAT John T. Flood, Jr. and Donna L. Flood, married to

each other

who are personally known to me to be the same person s whose name s 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 29th day of October 19 87.

Mary Catherine Hohman Notary Public

Notarial Seal

This instrument prepared by: Mary P. McGah, Attorney at Law 4837 Butterfield Rd., Hillside, Illinois 60162

3665184

UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BOX NUMBER

MAIL TO: Mary P. McGee, 4837 Butterfield Rd., Hillside, Illinois 60521, Box 700

FOR RECORDERS' INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

620 Irving Avenue Hillside, IL 60162

CHICAGO TITLE AND TRUST COMPANY
720637

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises, insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan insured under policies providing for payment of the insured amount, and (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for labor or material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages 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 a duplicate receipt therefor.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan insured under policies providing for payment of the insured amount, and (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for labor or material alterations in said premises except as required by law or municipal ordinance.

4. In case of default, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter required of Mortgages 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 other claim in respect of the redemption 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 a rate equivalent to the post maturity rate set forth in the note considered as a value of any right accruing to them on account of any default hereunder on the part of Mortgages.

5. The Trustee or the holders of the note hereby secured making any payment 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 thereon.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any payment of principal or interest on 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 principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any of the covenants of the Mortgages herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. 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 attorneys' fees, Trustee's fees, appraisers' fees, court costs, and expenses for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to terms to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary for protection of the note, and all expenses of such suit or to evidence to holders of the note pursuant to such decree the true condition of the title to or the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note, if any, otherwise the premises hereby secured shall be a lien and security for the note, and shall be a lien and security for the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be party, either as plaintiff, defendant or otherwise, by reason of this Trust Deed or any indebtedness hereby secured; or (b) proceedings for the enforcement of any suit for the foreclosure hereof or after accrued or such right to foreclose which might affect the premises or the security hereof, whether or not commenced for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced; or (c) proceedings for the enforcement of any provision of the lien or of any provision hereof which 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.

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 an indebtedness secured by the note, with interest; and third, to the representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose the lien hereof, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after notice, without notice, without regard to the solvency or insolvency of Mortgages at the time of application for such receiver and without regard to the terms or 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 Mortgages, except for the satisfaction of such receiver, would be entitled to collect such rents, issues, profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and collection of the premises during the whole or in part of the period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment of the note or in part of (a) the note which may be secured hereby, or by any decree foreclosing this Trust Deed, or any part thereof, or any special assessment or other lien which may be or become a lien hereof; or of such decree, provided such application is made prior to the foreclosure sale; (b) the deficiency in case of a sale and a deficiency secured hereby; or (c) any other purpose authorized by the court in which such bill is filed, and the receiver shall be deemed to be authorized to exercise all powers herein given unless expressly prohibited by the terms hereof, not 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 in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities against its liability to its beneficiaries in any case where the Trust Deed and the lien hereof 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 and all indebtedness hereby secured, which has been paid, which the genuine note herein described 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 certification 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 person herein designated as the maker of the note, and where the release is requested of the original trustee, a note which may be placed on the note 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 the makers thereof; and where the release is requested of the original trustee, a note which may be placed on the note 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.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar 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.

11. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the note, and the word "note" when used in this Trust Deed shall be construed to mean "notes" when more than one note is used.

12. Trustee shall release this Trust Deed and the lien hereof 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 and all indebtedness hereby secured, which has been paid, which the genuine note herein described 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 certification 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, a note which may be placed on the note 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.

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16. Before releasing this Trust Deed, Trustee or Successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or Successor shall be entitled to such compensation for any other act or service performed under any provisions of this trust deed. The provisions of the State of Illinois shall be applicable to this trust deed.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

3
Stebbins

7/8/18
WILSON
MORTGAGE

Assistant Secretary/Assistant Vice President

CHICAGO TITLE AND TRUST COMPANY
Trustee

720637
Certification No.

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MAIL TO: Mary P. McGee, 4837 Butterfield Rd., Hillside, Illinois 60521, Box 700

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FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.