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FORM 431B

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

JAMES E. RIORDAN

KATHERINE D "

RESULT OF SEARCH:

FILE
FILED

INTENDED GRANTEES OR ASSIGNEES:

RESULT OF SEARCH:

DOCUMENT NO.

1127507

DATE OF SEARCH:

7-10-86

SEARCH REQUESTED
SEARCHED
INDEXED
FILED

6-18-90 M.P.

2-19-89

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TRUST DEED
SIMPLE INTEREST
FIXED RATE
INSTALMENT

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THIS INDENTURE, made JUNE 12, 1990,

between JAMES E. KIORDAN & KATHERINE D. KIORDAN
HIS WIFE

17730 MAPLE COUNTRY CLUB HILLS, IL

herein referred to as "Mortgagor", and

MIDLOTHIAN STATE BANK, an Illinois banking

Corporation, with its principal office at

3737 W. 147th St., Midlothian, Illinois 60445

3889747

(The above space for recorder's use only)

herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Mortgagor, being justly indebted to Trustee, has concurrently herewith executed and delivered a certain Note bearing even date herewith in the Principal sum of THIRTEEN THOUSAND EIGHT HUNDRED THIRTY TWO DOLLARS AND 50 CENTS Dollars, made payable to the order of Midlothian State Bank and by which said Note the Mortgagor promises to pay said principal sum together with interest on the balance of principal remaining from time to time unpaid at the rate of 12.00 percent per annum from JUNE 12, 1990 until maturity, payable in 119 installments of \$105.45 each and a final installment of \$105.45, beginning on JULY 12, 1990, and continuing on the same day of each successive month thereafter until fully paid. All of said payments being made payable to Midlothian State Bank, 3737 W. 147th St., Midlothian, Illinois, or at such other place as the legal holder of said Note may, from time to time, in writing appoint;

ALL OF THE TERMS AND PROVISIONS OF SAID NOTE ARE INCORPORATED
HEREIN BY REFERENCE AND ARE EXPRESSLY MADE A PART HEREOF.

This Trust Deed consists of four pages. The covenants, conditions and provisions appearing on the following pages are incorporated herein by reference and are made a part hereof and shall be binding on Mortgagor, his heirs, successors and assigns.

NOW THEREFORE, the Mortgagor to secure the payment of said sum in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, dues by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all his estate, right, title and interest therein, whether such estate, right, title and interest is acquired before or after execution of this Trust Deed, situate, lying and being in the

County of COOK and State of Illinois, to wit:

LOT 3 IN J. E. MERRION'S COUNTRY CLUB HILLS UNIT NUMBER 12, A

SUBDIVISION OF PART OF THE W 1/2 OF THE NE 1/4 AND PART OF THE W 1/2
OF THE SE 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

T.B.

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

F.I.N. # 28-34-209-000

COMMONLY KNOWN AS: 17730 MAPLE, COUNTRY CLUB HILLS, ILLINOIS.

202688C

JOHN P. KOCH
ATTORNEY AT LAW
100 WEST NORTH AVENUE
CHICAGO, ILLINOIS 60610

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State of Illinois, County of St. Clair, DO HEREBY CERTIFY, that _____
County, in the State of Illinois, is a public body and for said
and persons whose names are subscribed to the foregoing instrument as such
of said Bank, who are personally known to me to be the same
and specifically, appeared before me this day in person and acknowledged that
they signed and delivered the said instrument as their own free and voluntary act of said Bank,
that he/she, as custodian of the corporate seal of said Bank, did affix the aforesaid seal to said instrument in his/her own free and
voluntary act and as the free and voluntary act of said Bank, as trustee as aforesaid, for the uses and purposes herein set forth.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be signed by his
and his corporate seal to be hereunto affixed and attested by its
on the day and year first above written
AS AFFORESAD AND NOT PERSONALLY
ATTESTED
BY
John D. McNamee
ATTESTED
John D. McNamee
100 West North Avenue
Chicago Illinois 60610

State of Illinois, County of Cook, James E. Ritordean & Rathertine D. Ritordean, His wife said, DO HEREBY CERTIFY, that, the undersigned, a Notary Public in and for said County in the State above-mentioned, doth acknowledge before me this day in person, and acknowledge that _____, whose name is _____, subscriber to the foregoing instrument, personally known to me to be the same person as _____, signed, sealed, and delivered the said instrument.

(Semi) (Semi) (Semi)
Katherine D. Rutherford James E. Rutherford
Katherine D. Rutherford *James E. Rutherford*

IN WITNESS WHEREOF, the undersigned has executed this First Day of the day and year first above written.

(THE MORTGAGOR IS AN INDIVIDUAL)

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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 hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any surplus to Mortgagor, his heirs, legal representatives or assigns as their rights may appear.

9) Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint 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 Mortgagor 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 the 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 for redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profit, 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 of this Trust Deed or of any provision hereof shall be subject to any defense which could not be good and available to the party interposing same in an action at law upon the Note hereby secured.

11) Trustee or the holder 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 his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him 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, or at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal 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 principal 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 he has never executed a certificate of any instrument identifying same as the principal Note described herein, he may accept as the genuine principal Note herein contained of the principal Note on 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 of Registrar of Titles in which this instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, _____ shall be first Successor in Trust and in the event of his or her death, 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) If all or any part of the premises, or any interest therein, is sold or transferred by the Mortgagor, or by any person or persons claiming an interest in the premises by, through or under the Mortgagor, including an assignment of beneficial interest or a sale by Articles of Agreement for Deed, the Trustee may, at its option, declare all the amounts secured by this Trust Deed to be immediately due and payable.

16) Any provision of this Trust Deed which is unenforceable or is invalid or contrary to the law of Illinois or the inclusion of which would affect the validity, legality or enforcement of this Trust Deed, shall be of no effect, and in such case all the remaining terms and provisions of this Trust Deed shall stand and be fully effective the same as though no such invalid portion had ever been included herein.

17) This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons have executed the Note or this Trust Deed. In the event this Trust Deed is executed by more than one person, then the word "Mortgagor" shall include and mean all of such persons, and all of the covenants and undertakings contained herein shall be the joint and several obligations of such persons and each of them. The use of any gender shall be applicable to all genders. The word "Note" when used in this instrument shall be construed to mean "Notes" when more than one Note is used.

18) TO THE EXTENT PERMITTED BY APPLICABLE LAW, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS TRUST DEED ON ITS OWN BEHALF AND ON BEHALF OF THE TRUST ESTATE, ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS TRUST DEED.

19) If this Trust Deed is executed by a Trust, _____ executes this Trust Deed, not personally, but as Trustee as aforesaid, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are intended, not as personal covenants, undertakings and agreements of the undersigned, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by _____ as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, _____ its agents, or employees, on account hereof, or on account of any covenant, undertaking, or agreement herein or in said principal Note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the holder or holders of said principal Note hereof, and by all persons claiming by or through or under the holder or holders, owner or owners of such Note, and by every person now or hereafter claiming any right or security hereunder, except that this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser, or guarantor of said Note.

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(6) Mortgagor shall pay each item of necessary or unusual expense incurred in making or maintaining, using, preserving and insuring, a house or building, or any other property held by him under this mortgage, to the satisfaction of the trustee.

(3) The purpose of the choices of law is merely to choose among the applicable public offices and to limit the jurisdiction of such offices to cases of international character.

4) In case of default, the trustee or the holders of the Note(s) may demand payment of principal or interest or reimbursement required of Mortgagor in any form and manner deemed expedient; and may, if need not, make full or partial payments of principal or interest on behalf of the Note(s) without notice and with interest thereon at the rate provided for in the note. Notice of default or holder(s) of the Note shall never be considered as a waiver of any right accruing to them, except as provided in the Note.

3) Mortgagors shall keep all documents and other materials necessary for the exercise of their rights under the mortgage and other documents issued on said premises submitted against loss or damage by fire, lightning and/or other causes of damage.

(2) Interrogator shall pay damages to Plaintiff for all general damages, and shall pay specific damages, upon written request, to furnish to Interrogator a copy of all other interrogatories and other charges, and attorney's fees, and shall pay damages to Plaintiff for all expenses incurred which Plaintiff may incur to contest any suit or proceeding brought by Plaintiff.

(1) Notwithstanding such (1) having said provision in good condition and repair; without waste; promptly repair; notice; or rebuild any buildings or improvements now or hereafter on the premises which may become damaged by fire; (2) keep said premises free from weeds; trash; debris; and other refuse in hazard of the health of the town; (3) keep said premises in good repair; (4) pay when due any indebtedness which may be secured, as a lien or charge on the premises for taxes or charges for any services rendered to the town; (5) contribute with all contributions of tax or municipal ordinances with respect; (6) comply with all requirements of law of municipalities or of previous authority concerned in writing; (7) make no material alteration in said premises except as required by law or municipal ordinance or as previously consented to in writing.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

benefits the most rigorous; the family selectively receives aid when the child is born.

TOGETHER with all my colleagues, teachers, and students, and **in memory** of those who have passed away, and **in memory** of those who have moved on, I would like to express my deepest thanks and appreciation to all the people who have contributed to the success of our school. Your hard work, dedication, and support have made a significant difference in our school's growth and development. I am grateful for your contributions and your commitment to our school. Thank you all for your hard work and dedication. We are proud of our school and we are grateful for your support. Let us continue to work together to make our school even better.