

DOCUMENT NO.

1398671

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

DATE OF SEARCH:

800356

CAROL MOSELEY BRAUN
REGISTRAR OF TITLES
90 AUG 21 AM 11:45

10-20-88

RESULT OF SEARCH:

None
None

11-21-90
GP

INTENDED GRANTEEES OR ASSIGNEES:

RESULT OF SEARCH:

IDENTIFIED
No.
Registrar of Torrens Titles
CAROL MOSELEY BRAUN
G.I.T./GONZALES

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Customer.# _____
Tollrens 1398671 ^{ref} Filing Date 8-21-90
Ct. # 1398671 L.F. Date _____
Grantor Michael S. Adam
S.S.# _____
Grantor Mary D. Adam
S.S.# _____
Grantor _____
S.S.# _____
Grantee _____
S.S.# _____
P.I.N.# 13-06-209-024 Tax # 265833-88
Fed Lien Search 80356 ^{app}
Title Officer Jack
Title Company Incor. Illinois
Trust Dept. _____ Survey Dept. _____
Approval _____ Approval _____
Refused _____
Type of Document _____ Number _____

Total No. Docs. _____
Logged _____ Microfilm _____
To Tax Dept. _____ Ret'd _____
Previewer _____ Date _____
Typist _____ Date _____
Revisor _____ Date _____
New Ct. # _____ Date _____
Delivery _____ Date _____
Customer Signature _____

4. In case Mortgages shall fail to perform any covenants herein contained... but need not make any payment of principal or interest on any arrearages...

5. 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 prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate...

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... notwithstanding anything in the Note or in this Trust Deed to the contrary...

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... 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...

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...

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...

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 intervening same in such 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...

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 release hereof in 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...

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 its resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust...

15. 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 indebtedness or any part thereof...

16. Without the prior written consent of the Holder, the Mortgages shall not convey or encumber title to the Premises. The Holder may elect to accelerate as provided in the Note for breach of this covenant, and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or encumbrance.

17. To further secure the obligation, the Mortgages agree to deposit with the Trustee, or noteholder, on the day of each month, commencing on the day of the month of the indebtedness hereby secured shall have been fully paid, an amount equal to one twelfth of the annual real estate taxes, special assessment levies and property insurance premiums... until the indebtedness hereby secured shall have been fully paid...

18. If any Mortgages is a corporation it hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment of such Mortgages, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

Witness my hand and seal of Mortgages the day and year first above written. Michael G. Adam (SEAL) Mary Jo Adam (SEAL)

STATE OF ILLINOIS, I, the undersigned, Michael G. Adam & Mary Jo Adam (MARRIED BY EACH OTHER), a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook

"OFFICIAL SEAL" Frances C. Frasso Notary Public, State of Illinois My Commission Expires Dec. 9, 1993

I am 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 instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

14th day of August, A.D. 1990 GIVEN under my hand and Notarial Seal this Thomas C. Frasso Notary Public

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under identification No. DOWNERS GROVE NATIONAL BANK, as Trustee, by David M. Shepherd, Vice President

DELIVERED IN DUPLICATE 3905774

DOWNERS GROVE NATIONAL BANK Main at Curtiss Street Downers Grove, Illinois 60515

Submitted by David M. Shepherd, Vice President, Downers Grove National Bank, Chicago, IL. REGISTRATION OF DEEDS AND MORTGAGES. FOR RECORDER'S OFFICE, PUBLIC RECORDS DEPARTMENT, CHICAGO, ILLINOIS. GREATER ILLINOIS TITLE COMPANY BOX 1116

INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER

1/468