

Customer # Agent for Git  
Torrens REF Filing Date 10-23-90  
Clt. # 9-21-88 L.F. Date  
Grantor Richard H. Green

UNOFFICIAL COPY

DOCUMENT NO.

S.S.#  
Grantor Mary L. Green

N SEARCH

S.S.#  
Grantee

DATE OF SEARCH:

S.S.#  
PIN.# 09-35-101-025 Tax # 67254-88

Fed Lien Search 809871

Title Officer Susan

Title Company Greater Ill.

Trust Dept. Approval

Survey Dept. Approval

809871

10-23-90

INTENDED GRANTEES OR ASSIGNEES:

RESULT OF SEARCH:

GREATER ILLINOIS  
TITLE COMPANY  
BOX 116  
# Sue

90 OCT 23 PM 12:47  
PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

Property of Cook County Clerk's Office

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made October 5th, 1990, between Richard H. Green and Mary L. Green, married to each other, not in Tenacy in Common, But in Joint Tenancy,

herein referred to as "Mortgagors," and DOWNERS GROVE NATIONAL BANK, A National Banking Association located in Downers Grove, Illinois 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 forty five thousand eight hundred ninety six dollars 89/100 Dollars (\$145,896.89),

evidenced by one certain Installment Note herein referred to as "Note" of the Mortgagors of even date herewith, made payable to Bearer and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of 11.2% per annum in installments as follows:

\*\*\*\*\*  
Of \*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*

said Note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 3rd day of April 1991.

All such 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 principal; provided that the principal of each installment unless paid when due shall bear interest at the rate of 11.02% per annum, and all of said principal and interest being made payable in lawful money of the United States of America at the office of the Downers Grove National Bank, Downers Grove, Illinois or to such place as the legal holder thereof may from time to time appoint in writing.

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 agreement 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 COUNTY OF

Cook AND STATE OF ILLINOIS, to wit:  
Lot Twenty-five (25)----- In Peterson's Garden Subdivision, A Subdivision in the North West Quarter (1/4) of the North West (1/4) of Section 35, Township 41 North, Range 12, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, as Document # 1475745.

P.I.N. # 09-35-101-025 Property address: 178 S. Delphia Park Ridge, Illinois 60068

This is a junior lien subject to a first mortgage at 811 Federal S. & L. recorded 11-13-86 as document # 3566893T.

This instrument was Prepared by Suzanne L. Mikoleit Main & Curtiss, Downers Grove, IL 60515

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

TOGETHER with all buildings, 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 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.

- It is Further Understood and Agreed That:
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 mechanics' or other liens or claims for lien not already subordinated to the lien hereof; (3) pay when due any indebtedness which may be exacted by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Holders of the Note; (4) complete within a reasonable time any building or building now or at any time in process of erection upon said premises; (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 or as authorized by the Holders of the Note.
  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. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, windstorm and such other hazards or contingencies as the Holders of the Note may require 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. In case of loss, Trustee may, but need not, collect and receipt for the proceeds of any such insurance and apply the proceeds in reduction of the indebtedness secured hereby, whether due or not.
  - 3A. Mortgagors shall keep all buildings or improvements and the "premises" insured against flood hazards under the National Flood Insurance Program as provided for in the Flood Disaster Protection Act of 1973.

NOTE IDENTIFIED

3921023

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4. In case Mortgagors shall fail to perform any covenants herein contained... 5. Trustee or the Holders of the Note hereby secured making any payment hereby authorized relating to taxes or assessments... 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise... 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority... 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... 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 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... 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... 15. This Trust Deed and all provisions 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... 16. Without the prior written consent of the Holder, the Mortgagor shall not convey or encumber title to the Premises... 17. To further secure the obligation, the Mortgagors agree to deposit with the Trustee, or noteholder, on the \_\_\_\_\_ day of each month, commencing \_\_\_\_\_, 19\_\_\_\_, until 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...

WITNESSE their hand, ... and seal, of Mortgagors the day and year first above written.
Richard H. Green [REAL] Mary L. Green [REAL]

STATE OF ILLINOIS, the undersigned
a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT
County of Dupage Richard H. and Mary L. Green, married to each other
not in tenancy in common, but in joint tenancy
who are personally known to me to be the same person, whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the same as a true and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

OFFICIAL SEAL
Suzanne Mikoleit
Notary Public, State of Illinois
My Commission Expires May 23, 1994

under my hand and Notarial Seal this 5th day of October 1990
Suzanne Mikoleit
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.
DOWNS GROVE NATIONAL BANK as Trustee
by David M. Shephard, Vice President
FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
128 S. Delphina
Park Ridge, Illinois 60068
GREATLAKES TITLE COMPANY
BOX 116
104848

1000080000

DELIVERY INSTRUCTIONS
NAME DOWNS GROVE NATIONAL BANK
STREET Main at Curtiss Street
CITY Downers Grove, Illinois 60515
RECORDER'S OFFICE BOX NUMBER 3921023

Address Promised Deliver cert. to Address Deed Address Notifies
128 S. Delphina
Park Ridge, Illinois 60068
GREATLAKES TITLE COMPANY
BOX 116
104848