

This Indenture, Made this 6TH day of MAY A. D. 19 91 between JOHN C. FLANC AND SUSAN C. FLANC, HUSBAND AND WIFE,

Of the Village of Lemont in the County of Will in the State of Illinois party of the first part, and First National Bank of Joliet, Joliet, Illinois of the City of Joliet, County of Will, and State of Illinois, as Trustee, party of the second part, WITNESSETH: JOHN C. FLANC AND SUSAN C. FLANC

Grantor herein being justly indebted upon principal promissory note bearing even date herewith, payable to the order of BEARER in the sum of FOUR HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 (\$475,000.00) DOLLARS due accrued interest QUARTERLY on August 6, 1991 and November 6, 1991, then FOUR THOUSAND NINE HUNDRED SIXTY-ONE AND 71/100 (\$4,961.71) DOLLARS on December 6, 1991, which includes interest at the initial simple rate of NINE AND ONE HALF (9.50%) percent on the principal balance remaining from time to time unpaid, and FOUR THOUSAND NINE HUNDRED SIXTY-ONE AND 71/100 (\$4,961.71) DOLLARS on the 6th day of each month thereafter, to and including November 6, 1991, when the remaining balance becomes due and payable with payments to be adjusted each May 6th with the interest rate being adjusted each May 6th at ONE (1%) percent over the prime rate as published in the Wall Street Journal each May 6th, with a floor of NINE (9%) percent and a ceiling of THIRTEEN (13%) percent, and with interest at the rate of ONE (1%) over the note rate after maturity; both principal and interest being payable at the FIRST NATIONAL BANK OF JOLIET.

THIS TRUST DEED COVERS ANY RENEWALS OR EXTENSIONS OF THE AFOREMENTIONED NOTE.

The identity of the said principal note hereby secured is evidenced by the certificate thereof of said Trustee.

NOW THEREFORE, the said party of the first part for the purpose of securing the payment of said principal sum of money and said interest, according to the true intent and meaning of said principal note, and of said interest notes, and for the purpose of securing the faithful performance of the covenants and agreements herein contained, and also in consideration of the sum of one dollar (\$1.00) in hand paid, do hereby present convey and warrant unto the said party of the second part the following described real estate, with the improve ments thereon and the rents, issues and profits thereof, and all fitting, heating, lighting and plumbing apparatus and all other fixtures now, or that may be hereafter, attached to said premises, and everything appurtenant thereto, situated in the County of Will, in the State of Illinois, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

P.I.N. 22-20-404-001 Commonly known as: 106 Stephen St., Lemont, IL 60439

If all or any part of the property herein described should be sold or otherwise transferred (or be contracted to be sold, or otherwise transferred) by voluntary or judicial sale or otherwise, the holder or owner of the indebtedness reserves the right of its option at any time thereafter, to declare the entire indebtedness secured hereby due and payable.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. TO HAVE AND TO HOLD the above described premises, with the appurtenances and fixtures unto the said party of the second parties successors and assigns forever, for the uses and purposes and upon the trusts herein set forth, and for the equal security of said principal and interest without preference or priority by means of priority of time of maturity thereof.

And the said grantor covenant and agree as follows: To pay said indebtedness and the interest thereon as herein and in said notes provided; to pay prior to the first day of June in each year, all taxes and assessments levied upon said premises; to commit or suffer no waste to said premises, to keep any and all buildings thereon in good repair; to keep all buildings at any time on said premises insured to the full insurable value thereof, against loss by fire and lightning, by policies in companies to be approved by the legal holder of said indebtedness and to deliver to the legal holder of said indebtedness the said insurance policies, with the usual mortgage or trustee clause attached thereto, making all loss, if any, thereunder payable to said Trustee, as interest may appear; to suffer no liens of mechanics or material men or other claims to attach to said premises. And in the event of the failure of said grantor to pay said taxes and assessments, or to keep said buildings insured as aforesaid, or to keep said premises free from any such liens of mechanics or material men, the holder of said indebtedness may pay such taxes or assessments, or discharge, or purchase any tax lien or file affecting said premises, or may procure such insurance, or settle any lien of any mechanic or material men, or other claims attached to said property, and all moneys so paid and any other moneys disbursed by the legal holder of said indebtedness, to protect the lien hereof with interest thereon at the highest rate for which it is now in such case lawful to contract, from the date of payment, shall be so much additional indebtedness secured hereby; and it shall not be obligatory upon the holder of said indebtedness to inquire into the validity of any such tax lien or title, taxes or special assessments or sales therefor, or into the validity of any lien of mechanic or material men, or of other claims attaching to said property, in advancing moneys in that behalf as above authorized.

IN THE EVENT OF A BREACH of any of the aforesaid covenants or agreements, on in case of default in the payment of any note secured hereby, or any installment of interest thereon, according to the terms thereof, the whole of said indebtedness shall, at the option of the legal holder thereof, without notice become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, in like manner as if all of said indebtedness had then matured by lapse of time.

IT IS FURTHER AGREED by the grantor that in case a right of foreclosure or other right of procedure, shall arise hereunder, in any of the manners above specified, the legal holder or holders of said principal note or of any part thereof or the said trustee for the benefit of such holder or holders shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as may be necessary; that all reasonable and necessary expenses and disbursements, paid or incurred in behalf of the complainant in connection with the foreclosure hereof--including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing an

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abstract of title showing the whole title to and from the subject of the deed, and all taxes paid by the grantors; that the like expenses and disbursements occasioned in law suit or in proceeding against the grantee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantors; that such fees, expenses and disbursements shall be an additional lien and charge upon said premises secured by this deed, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, and that such proceedings shall not be dismissed, nor a release hereof given, until all such fees, expenses and disbursements, and the costs of suit have been paid.

The grantors waive all right to the possession of, and income from said premises pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires and agree that upon the filing of any bill to foreclose this trust deed, the court in which such bill is filed, may at once and without notice to the said grantors, or any party claiming under said grantors, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises, during the pendency of such foreclosure suit and until the time to redeem the same from any sale thereunder shall expire.

IN THE EVENT of the refusal, resignation or inability of the grantee to act as trustee then the then Recorder of Deeds of said County, is hereby appointed to be successor in this trust. When all the aforesaid covenants and agreements have been fully performed, the said Trustee shall release said premises to the party entitled to receive the same, on receiving reasonable charges therefor.

WITNESS the hand and seal of the grantor this 6th day of MAY A. D. 19 91

X (SEAL.)
JOHN C. FLANC
X (SEAL.)
SUSAN C. FLANC
(SEAL.)
(SEAL.)

STATE OF ILLINOIS
COUNTY OF Will

} ss.

I, the undersigned,
a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that
JOHN C. FLANC AND SUSAN C. FLANC, his wife

personally known to me to be the same persons whose names 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, including the release and waiver of the right of homestead.

CLARENCE under my hand and Notarial Seal, this 6th day of MAY A. D. 19 91
Notary Public, State of Illinois
By Commission Expires 12/1/91

Notary Public

(Not to be recorded)
IMPORTANT For the protection of both the borrower and lender, the principal note secured by this Trust Deed should be identified by

First National Bank of Joliet Trustee
The principal note mentioned in the within Trust Deed has been identified herewith.

Register No. _____
By First National Bank of Joliet Trustee
By *William Roberts*

1302658
Child by Recorder for use in Will County

TRUST DEED
03963869
03963869

TO
First National Bank of Joliet
78 N. Chicago St., Joliet, IL
Trustee

Trust No. _____
Loan No. _____
\$ _____ years at _____ %
1991

Instrument Prepared By:
First National Bank of Joliet
78 N. Chicago St.
Joliet, IL 60431

RETURN TO:
First National Bank of Joliet
78 N. Chicago St.
Joliet, IL 60431

CHICAGO TITLE INS.
73-03625

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LEGAL DESCRIPTION RIDER

PARCEL 1: LOT 3 IN THE SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF BLOCK 28 IN KEEPTAW LYING WEST OF STEPHENS STREET ALSO THE 30 FEET LYING WEST OF AND ADJOINING SAID NORTH 1/2 OF BLOCK 28 ALSO ALL THE LAND LYING NORTH OF THE ABOVE DESCRIBED PROPERTY AND SOUTH OF THE CANAL AND WEST OF STEPHENS STREET BEING ALL IN SECTION 20, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, OTHERWISE DESCRIBED AS--ALL THAT PART OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11, DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF THE NORTH 1/2 OF BLOCK 28 IN KEEPTAW AT THE POINT OF INTERSECTION OF A LINE DRAWN PARALLEL TO THE WESTERLY LINE OF STEPHENS STREET, 60 FEET WESTERLY THEREFROM MEASURED AT RIGHT ANGLES TO SAID STEPHENS STREET, SAID POINT BEING 73.23 FEET WEST OF THE SOUTHEAST CORNER OF LOT 1 IN SAID BLOCK 28 IN KEEPTAW; AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 28 IN KEEPTAW, 207.77 FEET TO THE CENTER LINE OF A VACATED STREET ADJOINING SAID BLOCK 28 ON THE WEST; THENCE NORTH ALONG THE CENTER LINE OF SAID VACATED STREET 114.29 FEET TO THE SOUTH BANK OF THE ILLINOIS AND MICHIGAN CANAL; THENCE NORTH 68 DEGREES 19 MINUTES EAST ALONG THE SOUTHERLY BANK OF SAID CANAL 210.79 FEET TO THE WESTERLY LINE OF STEPHENS STREET; THENCE SOUTH 21 DEGREES 41 MINUTES EAST ALONG THE WESTERLY LINE OF STEPHENS STREET 129.63 FEET TO A POINT 77 FEET NORTHERLY MEASURED ALONG SAID WESTERLY LINE OF STEPHENS STREET FROM THE SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 28; THENCE SOUTH 68 DEGREES 19 MINUTES WEST 60 FEET; THENCE SOUTH 21 DEGREES 41 MINUTES EAST 63.19 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING ON THE CENTER LINE OF VACATED HINSDALE STREET LYING WEST OF AND ADJOINING BLOCK 28 IN KEEPTAW, WHERE IT INTERSECTS THE SOUTH BANK OF THE ILLINOIS AND MICHIGAN CANAL AND RUNNING THENCE SOUTH 68 DEGREES 19 MINUTES WEST 58.6 FEET; THENCE SOUTH 25 DEGREES 46-1/2 MINUTES EAST 45.14 FEET; THENCE SOUTH 75 DEGREES 58 MINUTES EAST 16 FEET; THENCE SOUTH 18 DEGREES 50 MINUTES EAST 45 FEET; THENCE NORTH 71 DEGREES 10 MINUTES EAST 6 FEET TO THE CENTER LINE OF SAID VACATED STREET; THENCE NORTH ALONG THE CENTER LINE OF SAID VACATED STREET 106.79 FEET TO THE PLACE OF BEGINNING IN THE VILLAGE OF LEMONT, IN COOK COUNTY, ILLINOIS.

COOK COUNTY

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