INSTALLMENT

TRUST DEED UNOFFICIAL COPY FIXED RATE INSTALLMENT

HIS INDENTURE, made July 19 18 91	
Between Robert F. Miller & Lorraine C. Miller,	2002240
married to each other	3983310
3939 W. 147th Place, Midlthian 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	(The above space for recorder's use only)
herein referred to as "Trustee", witnesseth:	
ALL OF THE TERMS AND PROVISIONS OF SAID NOTE	rigagor promises to pay said principal sum together with 12.50 percent par annum from 284.18 August 19 19 91 of said payments being made payable to Midlothian State of said Note may, from time to time, in writing appoint.
HEREIN BY REFERENCE AND ARI EXPRESSLY MA	DE A PART HEREOF.
This Trust Deed consists of four pages. The covenants, conditions and provisions appreference and are made a part hereof and shall be binding on Mortgagor, nic hers, su	
NOW THEREFORE, the Mortgagor to secure the payment of said sum in accordance Deed, and the performance of the covenants and agreements herein contained, by the Missum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by the successors and assigns, the following described Real Estate and all his estate, right, ratio interest is acquired before or after execution of this Trust Deed, situate, lying and bein County of COOK.	ortgagor to be performed, and also in consideration of the presents CONVEY and WARRANT unto the Trustee, its and interest therein, whether such estate, right, title and
The West Forty Five (45) feet of Lot Thirty Six (36) in Midlothian, being a subdivision of part of the North Township 36 North, Range 13, East of the Third Princip Rock Island and Pacific Railroad Lands, in Cook County,	west Quarter (1) of Section 11, bal Meridian, Fest of the Chicago
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which, with the property hereinafter described, is referred to herein as the "premises".

3939 W. 147th Place, Midlothian IL COMMONLY KNOWN AS: PIN #28-11-301-008

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cnowledged that ik, as Trustee as acknowledged ter own free and	to the cost of the case of the sould be sold as the sould be sould	as such respectively, appeared be nd voluntary act and as the d ix the corporate seat of sa	are subscribed to the foregoing instrument sed the said instrument as their own free at and purposes therein set forth, and the sai an of the corporate seat of said Bank, did at he free and voluntary act of said Bank, as Tr	and signed and delive along the uses that he sale along the uses that he sale as custoding the sale as a s
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M.	Dildra (Netall)		"OFFICIAL STAL" Patrick E. Houlahan Obary Public, State of Aliroja Commission Expires (1/20/9)	AW }
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joing instrument, bias and beseld	Minio has and and included Vision of County (150) of 150 o	B eman esonw	me to be the same person B. Independ that this day in person, and acknowledged that the and voluntary	
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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 filling of a complaint to foreclose this Trust Deed, the Court in which such complaint is filled 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 profits, 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 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 noidure 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 not remine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power, he ein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligation or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power noted; given.
- 13) Trustee shall release this Trust Cond 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 and at the request of any person who shall either before or after maturily thereof, produce and exhibit to Trustee the principal Note, representing that all indebtedness hereby secured has been paid, which represents on 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 on any instrument identifying as ne as the principal Note described herein, he may accept as the genuine principal Note herein contained of the principal Note an which purports to be executed by the persons herein designated as makers thereof.
- 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 Dead, the Trustee may, at its option, declare all the amounts secured by this Trust Dead 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 subsist and be fully effective the same as though no such invalid portion had evel 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 princer shall be applicable to all genders. The word "Note" when used in this instrument shall be construed to mean "Notes" when more than one holes is used.
- 18) TO THE EXTENT PERMITTED BY APPLICABLE LAW, MORTGAGOR HEREBY WAIVES ANY AND ALL FIGHTS OF REDEMPTION FROM ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS TRUST DEED ON ITS OWN BEHALF AND ON SEYGLF 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.

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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hereby secured; or {b} preparations for the commencement of any suit for the foreclosure hereof arter accruait of accusity hereof, whether or not actually commenced of any threstend suit or proceeding which might affect the hereby secured; or {b} preparations for the commencement of any sulf for the foreclosure hereof along this trust Deed of any sulf for the foreclosure hereof after secturally commenced; or {c} preparations for the defense of any thrested sulf or proceeding which might after the foreclosure hereof and another form manced; or {c} preparations for the defense of any thrested sulf or proceeding which might after the Y Trustee or holders at the Note in connection with (s) any action, sult or proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by feason of this Trust Deed or any secured; or (b) preparations for the commencement of any sult for the foreclosure hereof after accrual of such right to debtechess secured hereby and immediately due and payable, with interest thereon at the rate of nine percent per annum; when paid with (s) any action, sult or proceedings, to which either of them shall be a party, either as plaintiff, claimant or defending but not limited to probate and shall be a party. debtechess secured hereby and immediately due and expenses of the nature in this paregraph mentioned shall become so much yar Instead the rate of the rate of the rate of the percent per annum, when paid by Instead to Probe in Connection with (a) any action, sult or proceeding, including but not limited to probate and is the presecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition or the nature in this paragraph mentioned shall become so much debteches secured hereby and immediately due and payable, with interest thereby in the tate of nine percent per annum, when paid Mrens cermicate, and similar data and assurances with respect to title as irustee or holders of the hole may deem to be reasonably to presecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title line of the premises. In addition, all expenditives and expenses of the nature in this paragraph mentioned shall become so much as to liems to be expended after onlry of the decree) of procuring all such abstracts of title. Bills searches and examinations, guarantee to title as Trustee or holders of the Mote may deem to be reasonably to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title. wes, appreiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be expended after each of the decree) of procuring all such abstracts of fills, title searches and examinations, guarantee and examinations, guarantee or holders of the Mole may deem to be teached. Falle all expenditures and expenses which may be paid or incurred by or on behalf of frustee or notiders of the note for decumentary and expend evidence, stenographer's charges, publication costs and costs (which may be as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee Sement of a mongage debt, in any suit to foreclose the fier hereach, there shall be allowed and included as additional indeptedness in the seprensiser's fees, outlays for documentary and expert evidence, alenographer's charges, publication costs and costs (which may be rement of a mortgage debt, in any suit to forectose the fien hereot and also shall have all other right to forectose the fien whereot and allowed and included by the family of allowed and included as additional indebtedness in the field of the field of the field of the foliation in the field of the field of the field of the field of the foliation field of the foliation field of the field of the field of the foliation field of the field of the foliation field of the If the Note on Trustee shall have the right to foreclose the lien hereof and also shall have all other of the right to foreclose the lien hereof and also shall have all other rights provided by the lews of fillinois for an origage debt. In any suit to foreclose the lien dereof, there shall be allowed and included as additional indebted restrictions in the lien is the lient detection or other lients and included as additional indebted restrictions in the lient and included as additional indebted restrictions.

from the indebtedness hereby secured shall become due whether by the terms of the Note herein described or by acceleration or otherwise.

In the Note on Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the lien by acceleration or otherwise. istanding anything in the principal Note or in this Trust Deed to the contrary, become due and payable when detault shall occur and continue for three days in the performance of any other agreement or the Mortgagor herein istanding enything in the principal rivote. And without notice to the Mortgagor, all unpaid indebtedness accured yithing in the principal rivote or in this Trust Deed to the Contrary, become due and payable when default shall occur and continue for three days in the performance of any other agreement or the payment of any other agreement or the payment of any other agreement or the payment of any other agreement or the payment. Mongagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due account to the Mongagor, all unpaid indebtedness socially from this Trust Deed to the Mongagor, all unpaid indebtedness socially from Trust Deed to the contrary, become due and payable when detault of this Trust Deed to the contrary, become due and payable when detault of the principal shall occur; in payable to the principal shall be a the contrary.

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Monthceand with interest thereon at the fate provided for in the note, inaction of Trustee and shall become immediately due and payable ver of any right accruing to them on account of any default hereinder on the part of the Mr. 1947or. Into Note to protect the mongaged premises and the lien hereof, plus reasonable of into herein authorized may be taken, shall be so much additional indebtedness secure on a shall be so much additional indebtedness secure on a shall be so much additional indeptedness about the near the secure of the rate provided for in the note; in the rate of the rate of the Note shall not be so by and shall be some the secure of the Note shall not be so by and shall not the Note to protect the mondaged premises and the iten hereof, plus reasonable attorney and any otner moneys advanced by trustee of the horizon hereof, plus reasonable of my sheation to Trustee for each matter concerning which authorized may be taken, shall be so much additional indebtedness secured to aby and shall become immediately due and saventee and shall become immediately due and saventee. ale brittering said premises of confest any tax or assessment. All moneys paid for any of the purposes the form therewith, including feasonable afformay a fear, and any other moneys advanced by trustees and the holder. The moneys advanced by trustees and the following search of the moneys advanced by trustees and the following search of the search matter concerning which the sech matter concerning which the moneys advanced by trustees and the following which is not seen as the matter concerning which the concerning the concerning the concerning which the concerning the concern ncumbrances, it any, and purchase, discribings, compromise or settle any tartism or other prior lien or title or claim thereof, or redeem from any tax or assessment. All moneys paid for any of the purposes herein authorized and all connection therewith, including reasonable attoincy's fear, and any other moneys advanced by Trusted and eithorized and all proposes herein authorized and all proposes herein authorized and all proposes and all proposes herein authorized and all proposes are all prop it Mortgager in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or inferest on prior lies or claim thereof, or redeem from any tax or assessment. All moneys paid for any or the purposes herein authorized and site or claim thereof, or redeem from any tax or assessment. All moneys paid for any of the purposes herein authorized and site.

4) in case of default therein, Trustee of the holders of the Note may, but need not, make any payment of perform and manner deemed expedient, and may, but need not, make any payment of perform any act neteinbefore required accomplication of the priorities of settles any termination of partial payments of principal or inferest on priorities. Compromise of settles any termination of title of claim thereof. Or tedeem from any tax 4) In case of default therein. Trustee or the holders of the Note may but need not, make any payment or perform any act hereins, and may, but not, make this or perform any act hereinbelore required in any form any entrained expedient, and may, but not, make full or partial payments of principal or interest on prior round in any form the second of the note of principal or interest on prior round. Faysole, in case or loss or damage, to trustee for the banen or the holders of the hole. Such rights to be evidenced by the standard mortgage clause about to expire, shall deliver tenewal policies and leas than day additional and renewal policies, to holders of the Note, and in case of insurance dates of expiration. Freyable, in case of loss or damage, to Trustee for the Anem of the holders of th to or siteched to expire, shall deliver renewal policies not less than self cave prior to the respective dates of expiraling. If same or to pay in full the indebtedness secured have insurance companies of moneys sufficient either to pay the insurance companies of moneys sufficient either to pay the cost of the holders of the holders of the holders of the holder in the holders of the holders of the holder in the holders of the holders of the holder index incompanies boilcies of the holders of the holders of the holder index incompanies.

3) Mongegor shall keep all buildings and improvements now or hereafter situated on said premises interied against loss of damage by fire insurance companies of moneys sufficient either to pay the cost of the insurance companies of moneys sufficient either to pay the cost of seme or to pay in full the indebtedness secured, all in companies satisfactory to the holders of the Mote, under insurance spicifies. 3) Mongagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, and windstorm under policies providing to bey the insurance companies of moneys sufficient either to pay the cost of replacing pinalities of moneys sufficient either to pay the cost of replacing pinalities. service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the Hole the same of the Holes of contest.

To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, and the manner provided by statute. S) Mongegor shall pay 78'07e any penalty stitiones all general taxes, and shall pay special taxes, and other charges, end other charges against the premises when due, and shall, upon written request, furnish to Trustee or 10 holders of the Notes the Notes of the Notes of the Notes the Notes of the Notes

S) Montgegor shall pay to ore any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer and other charges are premises when due, and shall, upon written request, furnish to Trustee or to holders of the Mole the process of erection upon said premises; (8) comply with all requirements of law or municipal ordinances with respect to the premises and the use by the Trustee or holders of the Note. Cisconsings or such prior lien to ituates or to holders or the hore; (3) complete within a reasonable time any building or buildings how or all requirements of law or municipal ordinances with respect to the premises and the such time and premises except as required by law or municipal ordinance or as previously consented to in willing the beautiful to the premises and the will all requirements of the ordinance or as previously consented to in writing. vinich may be accused by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the hote; (5) complete within a reasonable time any building or buildings now or at any time in the premises; (6) comply with all requirements of tew or municipal ordinances with respect to the premises and the use I sha in tayor of the United States or other liens or claims for tien not expressly subordinated to the lien hereof; (4) pay when due any indebtedness of such prior lien to Trustee or the hereof to the lien hereof, and upon request exhibit satisfactory evidence of the tien hereof. Since the horizon of the Improvements now or hereafter on the premises which may become damaged or destroyed; (3) keep said premises from mechanics liens or claims for lien not expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the

Indeprovements now or hereafter on the premises in good condition and repair, without waste; (2) promptly repair, restore, or the United States or other liens for then hereafter the United States or other liens or claims for then not expressly subordinated to the lien pay when the British and indicated the specific file in the part of the liens or claims for the not expressly subordinated to the lien hereafter the file in the part of the liens or claims for the not expressly subordinated to the lien hereafter the file in the pay when due any indepress the specific file in the part of the lien indicated the specific file in the part of the lien indicated the specific file in the part of the lien indicated the specific file indicated the specific fil (i) Mongagot shall (i) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or destroyed; (3) keep said premises from mechanic's liens or instances.

TO HAVE AND TO HOLD the premises unto the said trustee, its successors and assigns for the purposes, and upon the uses and the first the Montpagor does hereby expressely release and waive.

It is successors and expression to the contract of the contract TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns for the purposes, and upon the uses and trusts then to me trom all rights and benefits under and by virtue of any Homestead Exemption Laws of the State of Illinois, which said rights and Figure 7s, credits, of other property of the Morigagos in the possession of the Trustee, on deposit or otherwise, Morwithstanding any provision he smount of the Mote, in the cutstanding indebtedness or obligations secured by this Trust Deed exceed 200 percent of the original states are secured by this Trust Deed exceed 200 percent of the original states. eview bins esselet visseligke videred seco togegrow and stitlenes

sind all other existing and future indebtedness and obligations or Mongagor to Trustee, Mongagor grants to Trustee a security interpretation of the Mongagor in the possession of the Trustee, on deposit or otherwise. Notwithstanding any provision he to the contrary, in no event shall the cutstanding indebtedness or obligations secured by this Trust Deed exceed 200 percent of the original standing indeptedness or obligations secured by this Trust Deed exceed 200 percent of the original standing indeptedness or obligations secured by this Trust Deed exceed 200 percent of the original standing indeptedness or obligations secured by this Trust Deed exceed 200 percent of the original standing indeptedness on the original standing in the origi This take a security interest in such property, and in order to further secure the indebtedness and obligations of the wordsport of trustee, Mongagor grants to Trustee a security interest in such property of the Mongagor in the possession of the Trustee, on deposit or other property of the Mongagor in the possession of the Trustee, on deposit or otherwise, Mongagor in the possession of the Trustee, on deposit or otherwise, Mongagor in the prosession of the Trustee, on deposit or otherwise, Mongagor in the prosession of the Trustee, and deposit or otherwise, Mongagor in the prosession of the Trustee, and deposit or otherwise, Mongagor in the prosession of the Trustee, and deposit or otherwise, Mongagor in the prosession of the Trustee of Trustee and Trustee of Trustee and Trus shall constitute, a Security Agreement for the purpose of creating a security interest in the foregoing property, and in order to further secure the indebtedness and obligations of the Mongagor to Trustee, Mongagor grants to Trustee hereus in a future indebtedness and obligations of Mongagor to Trustee, Mongagor grants to Trustee a security interest in anell consittute, a Security Agreement for the purpose of creating a security interest in the thristom Commercial Code), this Trust Deed is size hereby deemed to be security interest in such property, and in order to further secure the indebtedness and obligations of the Mortgagor hereby deemed to be security interest in such property, and in order to further secure the indebtedness and obligations of the Mortgagor to Trustee hereby singli constitute, a Security Agreement for the purpose of creating a security interest in the tongoon green for the burners in the Uniform Commercial Code), this Trust Deed is also hereby deemed to be such the purpose of creating a security interest in the tongoing property, and the Mongagor hareby gra be part of seld real estate whether physically attached thereto of not, and it is agreed that all similar apparatus, equipment of any of the premises by the Mortgagor or his auccessors or essigns shall be considered as constituting part of the real estate. To the any of the foregoing are not that the fact that the fact of the fact of the fact of the that of the real estate. To the axis window shades, storm doors and windows, floor coverings, in-a-door bads, awnings, stoves and water neaters, Ali Di the tooled to the team of not, and it is agreed that all similar apparatus, adulpment or and, and it is agreed that all similar apparatus, adulpment or articles he interested to the whole the following shall be considered as constituting part of the tales. To the exist window shades, storm doors and windows, floor coverings, in-a-door bads, awnination, including twithout restricting the foregoings, and ventillation, including twindows, floor coverings, in-a-door bads, awnings, stoves and water heatens, Alt of the foregoing, as a state of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, and in a signed that it is agreed to agree the agreed that it is agreed to agree the agreed that it is agreed that it is agreed to agree that it is agreed to agree that it is agreed to agreed that it is agreed to agree that it is agreed to agreed that it is agreed to agree that it is agreed to agree that i fighti, power, reingeration (whether single units of centrally controlled), and ventilation, including (without restricting the foregoing), and ventilation, including (without restricting the foregoing), and was and windows, floor coverings, in-s-door bads, swinings, stoves and water heaters. All of the foregoing are decisionally and water heaters, All of the foregoing are decisionally and water heaters.