

1971-LH-8

82500

River Oaks Bl & Court 5,  
93 River Oaks Center  
Calumet City Ill.

602578

## TRUST DEED

THIS INDENTURE Made September 29, 1980, between Charles F. Gill and John E. Gill, to each an undivided one-half interest, as tenants in common herein referred to as "Mortgagors", and LAKE COUNTY TRUST COMPANY

an Indiana corporation doing business in Crown Point, Indiana, herein referred to as TRUSTEE, WITNESSETH:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as HOLDERS OF THE NOTE, in the PRINCIPAL SUM OF

Fifty Thousand and no/100ths (\$50,000.00) DOLLARS.

evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable TOGETHER THE ORDER OF RIVER OAKS BANK AND TRUST COMPANY

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest

XXXXXXXXXXXXXXXXXXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXX

WITNESS

JOHN E. GILL

CHARLES F. GILL

WITNESS

JOYCE GILL

XXXXXXXXXXXXXXXXXXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXXKXXXXX

day of March 31. 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 12% per annum, and all of said principal and interest being made payable

at such banking house or trust company in Calumet City, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of River Oaks Bank and in said City, Trust Company

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 agreements 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 MORTGAGE AND WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their appurtenances, rights, uses and incidents thereto attached and being in the COUNTY OF Pulaski AND STATE OF INDIANA.

A part of the Northeast Quarter of Section Seventeen (17) and a part of the Southeast Quarter of the Southeast Quarter of Section Eight (8), Township Twenty-Nine (29) North, Range Two (2) West, more particularly bounded and described as follows: Commencing at a point on the Quarter Section Line 32 rods West of the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 17, thence running West on the Quarter Section Line to the center of the public highway, thence Southwest along the center of said highway 364 feet to the Half Section Line running North and South through Said Section 17, thence North on the Half Section Line to the Tippecanoe River, thence Northeast along and with the meanderings of said River to a point 313 feet North and 300.8 feet West from the Southeast corner of said Section 8, thence due South 35 rods to the center of the public highway, as the Southwest corner of the cemetery thence Southwest along the center of said highway a distance of 15.5 rods to a point 32 rods West of the Section Line, thence South 62.6 rods to the place of beginning.

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

TOGETHER with all improvements (including, equipment, 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 divided primarily and on a parity basis and real estate and not secondary), and all apparatus, equipment or articles now or hereafter, thereon or thereto 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, roof coverings, insulator pads, awnings, stoves and water tanks. All of the foregoing are deemed to be a part of said real estate whether personally 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 uses the same and create such set forth.

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 mechanical or other uses or abuses for uses not expressly coordinated to the use thereof; (3) pay when due any indebtedness which may be incurred by a lessee of lease or otherwise in respect to the use thereof, and upon request exhibit satisfactory evidence of the discharge of such prior lessor to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings 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.

2. Mortgagors shall pay before any penalty attaches all general taxes and shall pay special taxes, revised 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 same documents relative thereto. To prevent default hereunder Mortgagors shall pay in full earlier amounts in the manner provided by statute, law or assessment which Mortgagors may desire to create.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, and extended coverage under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of repairing or replacing the same or to pay in full the indebtedness secured hereby, as is reasonably 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 renewals policies, to holders of the note, and in case of insurance about to expire, shall deliver renewed policies not less than ten days prior to the respective date of expiration.

Do not destroy this paper until release is obtained.

This document was prepared by Joyce Gurtatowski 93 River Oaks Center Calumet City, Il.

356

600  
200  
18

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim of claim thereof, or reduce from any tax sale or forfeiture affecting said premises or contest any tax or assessment.

All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien thereon, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum, inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby reserved making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate ordered from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms thereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default should occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness herein secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien herein, to any suit to foreclose the lien herein, there shall be allowed and included as additional indebtedness in the decree for said, all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, solicitor's fees, outlays for documentary and expert evidence, newspaper charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to addressees at any date which may be pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become as much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party; either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure herein after accrued of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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 herein; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all collected and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a suit to foreclose this trust deed, the court in which such suit 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 seniority or juniority of Mortgagors at the time of application for such receiver, and the Trustee hereunder may be appointed as such receiver. Such receiver shall have 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 deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, 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 of the debt or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other tax which may be or become superior to the lien hereof or of each 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 or of any provision hereof shall be subject to any defense which would not be good and available to the party intervening same in an action at law upon the note hereby secured, and all indebtedness shall be payable without any deduction whatever from valuation or Adversary Law. The drawers and endorsers severally waive presentation for payment, protest or notice of protest and non-payment of this note.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and places thereon shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or conditions of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly directed by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnification to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereby created 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 maturity thereof, produce and exhibit to Trustee the 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 note and which appears to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which appears to be executed by the persons herein designated as makers thereof.

14. Trustee may record by instrument in writing filed in the office of the Recorder of Titles in which this instrument shall have been recorded or filed, in case of the cancellation, inability or refusal to act as Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

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, whether or not such persons shall have executed the note or this Trust Deed.

WITNESS the hand and seal of Mortgagors the day and year first above written.

Charles F. Gill

John E. Gill

Charles F. Gill

John E. Gill

STATE OF INDIANA  
COUNTY OF \_\_\_\_\_

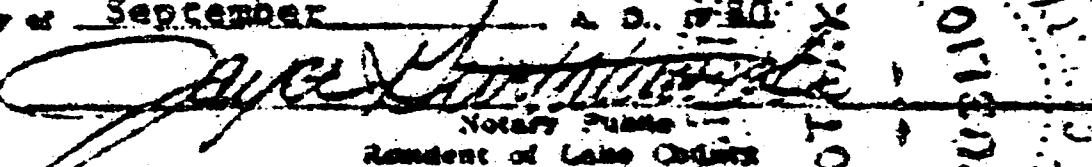
(SEAL)

I, Joyce Guciaowski, a Notary Public to and for recording in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Charles F. Gill and John E. Gill, co-each an undivided one-half interest, as tenants in common

who are personally known to me to be the same persons as those named above, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the same instrument as their free and voluntary act, for the uses and purposes herein set forth.

OATH under my hand and Notarial Seal this 29th day of September, A. D. 1982.

My Commission Expires 5/24/82

  
Joyce Guciaowski  
Notary Public  
Resident of Lake County

The principal note mentioned in the within Trust Deed has been identified herewith under Identification No. 200-200-18.

LAKE COUNTY TRUST COMPANY, as Trustee

By:

as Trust Officer

Do not destroy this paper until release is obtained.