\_signed, sealed and

Notary Public

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This document prepared by Darrell R. Windle, 100 South Wacker Drive, Chicago, Illinois. COOR COUNTY .. 4. 23 446 869 FILED FOR RELARD TRUST DAME 10176 3 09 PM \*23446869 598825 THE ABOVE SPACE FOR RECORDER'S USE ONLY THIS INDENTURE, made 19 76 , between April 8, Andrew G. Hiller and Diane S. Miller, his wife, as joint tenants herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY an Illinois corporation doing bt sine's in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS the Mortgagors are istly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being here; it ferred to as Holders of the Note, in the principal sum of ----eight $p_{\ell,\ell}$  cen) per annum in instalments (including principal and interest) as follows: Four Hundred Twenty-four and 50/100---NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of mon y and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein cont. (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 here presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their restate, right, title and in the restate, significantly of the country of t Lot 23 in Heart O'Northbrook, being a resubdivisioninth: No.th half of the South half of the South East quarter of Section 10, Township 42 North, Range 12, East of the Third Principal Merician, according to the plat thereof recorded August 16, 1961 as document 18249301, in Cook County, Illinois. which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof fir 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 (whitout restricting the foregoing), screens, window shades, storm doors and windows. floor coverings, inador beds, awnings, stores 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 as 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. This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, seal \_\_\_\_\_ of Mortgagors the day and year first above written. WITNESS the hand Diane S. M. H. GUSSIN Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT LEV & MILLER AND DIANE S. MILLER, his wife

Tr. Deed, Indiv., Instal.-Incl. Int.

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instrument, appeared before me this day in person and acknowledged that

Given under my hand and Notarial Seal this

THEIR

delivered the said Instrument as \_\_\_\_

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 mechanic's or other heirs or claims for him not expressly subordinated to the lien hereof; (3) 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 duchange of such prior hen to reduce to holders of the note; (4) complete within a resonable time any building or buildings now or at any time in process of exection upon said premises (5) comply with all requirements of law or immicipal ordinalses with respect to the premises and the use thereof (6) make no inaterial alterations in said premises except as required by law or municipal ordinalses with respect to the premises and the use thereof (6) make no inaterial alterations in said premises except as required by law or municipal ordinalses with a superior of the premises which 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 stante, any tax or assessment which Mortgagors may desire to context.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against law or desired or another pulcies providing for payment by the insurance context.

A hortgagots shall be deared any belond and said continuents and shall by since the content of t

which under the terms hereof constitute secared ind brediens additional to that evidenced by the note, with interest thereon as herein provided third, all principal and interest remaining unpaid on the note, forth on overplus to Morgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to for clove 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 sake, will not notice, without regard to the sulvency or insolvency of Morgagors at the time of application for such receiver and without regard to the then value to the sulvency or insolvency of Morgagors at the time of application for such receiver and without regard to the sulvency or insolvency of Morgagors at the time of application for such receiver and under the control of such foreclosure sait and, in case of a sale and a deficiency. — all have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure sait and, in case of a sale and a deficiency. — all have power to collect the rents, issues and profits of said premises during the power which may be necessary or are usual in such case for the microtion 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 case for the microtion of such decrease secured hereby, or by any decree foreclosing this t ast dec. , or any aspectal assessment or other lien which may be necessary or are usual in such case for the microtion and an access the provided such application is made without the collection of the party interposing same in an action at law upon the note hereby secured.

10. No action for the enforcement of the lien of any provision hereof somal 'c so bject to any defense which would not be good and available to the party interposing same in an action at law upon the note or trust deed, nor shall trustice an

16. Upon thirty days notice to the Holder, this Note may be prepaid in whole ... in par without penalty. Any sum shall be applied upon the installment(s) of princ pal last

17. In the event the holder of this Note shall, from time to time, accept payment of installment required on this Note which is more than 10 days in default or arreals the holder may collect a charge not exceeding five per cent (5%) of the installment or lend pollars (\$10.00), whichever is less, to cover the extra expenses involved in the handle .1.7/2the delinquent payment, provided, however, that nothing herein shall authorize the hold in the to collect or demand any payment in excess of the reasonable expenses involved in the handling of late payments or to collect or demand any payment which would result in the imposition of interest an excess of the maximum allowed by law. 869

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY, / SOM QU

HARACORD PLAZA BANK 100 S. WACKER DR. MAIL TO:

CHICAGO, 14. 60606 ATIN. DARRELL R. WINDLE, V.P.

PLACE IN RECORDER'S OFFICE BOX NUMBER.

ORDER'S INDEX INSERT STREET ADDRESS OF DESCRIBED PROPERTY HERE

1554 MAPLE

NORTHBEOOK, ILL BOX 533

END OF RECORDED DOCUMEN