



TRUST DEED

25 405 511

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT bears date June 9,

1980 between Donald M. Jacobson and Gayla J. Jacobson (wife)

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, hereinafter referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the sum of \$49,741.20

Forty Nine Thousand Seven Hundred Forty One and 20/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable as stated therein

and delivered, in and by which said Note the Mortgagors promise to pay the sum of \$49,741.20 in installments as provided therein

The final installment shall be due on the 15th day of June 1985

NOW, THEREFORE, the Mortgagors, for the payment of the said sum of money in accordance with the terms, provisions and conditions 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 to the trustee, 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, situated, lying and being in the city of Chicago, COUNTY OF COOK AND STATE OF ILLINOIS, to-wit:

Lot 11 in Block 18 in Calumet Park Third Addition being a Subdivision of part of the South West quarter of Section 2, Township 35 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

10.00

Property commonly known as: 14401 Chicago Road Dolton, Illinois 60419

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 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, in-lair beds, 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.

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, successors and assigns.

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

Two signature lines with names Donald M. Jacobson and Gayla J. Jacobson and their initials in parentheses.

STATE OF ILLINOIS

JENNETH C. GOENRIG

Notary Public in and for the County of Cook, in the State of Illinois, DO HEREBY CERTIFY

THAT OSWALD M. JACOBSON and GAYLA J. JACOBSON



personally appeared before me on this day in person and acknowledged that they executed and delivered the said instrument as their free and voluntary act for the uses and purposes therein expressed.

Witness my hand and seal this 11th day of JUNE 1980. Jenneth C. Goenrig, Notary Public.

2049 Trust Deed - 1st Lien - Mortgage - Second One - Instalment Note with interest included in Payment

25 405 511

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

1. Mortgagee shall be promptly repaired, restored or rebuilt any buildings or improvements now or hereafter on the premises which may become damaged or destroyed, or keep said premises in good condition and repair, without waste, and free from the claims of other liens or claims of other persons, subordinated to the lien hereof, to pay when due any indebtedness which may be secured by a lien or charge on the premises, together with the interest thereon, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holder of the note, and complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises, and comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof: (a) make no material alterations of said premises except as required by law or municipal ordinance.

2. Mortgagee shall pay within any penalty attached to 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, Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may neglect to pay.

3. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss of damage by fire, lightning or wind-storm and flood damage, where the lender is required by law to have its loan so insured, under policies providing for payment by the insurance companies of an amount 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 policies to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additions 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.

4. Mortgagee shall pay as soon as due 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 immediately, less unearned charges, in the case of default in making payment of any installment on the note.

5. This Trust Deed and all same hereby secured shall become due and payable at the option of the Mortgagee (or holder of said Note) and without notice to Mortgagee, in the event of the bankruptcy, sale or transfer, by operation of law or otherwise, of Mortgagee's title to all or any portion of the land mortgaged by property and premises, or upon the vesting of such title in any manner in persons or entities other than, or with Mortgagee, or made with the prior written consent of the Mortgagee (or holder of said Note). Any conveyance, sale or transfer made in accordance with the foregoing shall not release the original Mortgagee of any liability under the note or this trust deed except as may be specifically agreed in writing by the holder of said Note in writing.

6. In the event that any liens hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to bid in the premises. In any suit to enforce the lien hereof, there shall be allowed and included as additional indebtedness in the decree the said expenses and disbursements which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, expenses of advertising, of documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated by a referee) to be expended hereunder, of the cost of procuring all such abstracts of title, title searches and examinations, title insurance policies, title certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary, either in person or by agent, and in addition to evidence to holders at any sale which may be had pursuant to such decree the true condition of the premises at the time of the sale.

7. The proceeds of any sale or sale of the premises shall be distributed and applied in the following order of priority: First, on the sum of all costs and expenses incident to such foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other liens under the terms hereof of specific liens secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note, fourth, any surplus to Mortgagee, then hereof, and fifth, to the holder of the note, as their rights may appear.

8. Upon the filing of any bill of foreclosure of the 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 sale, without notice, without regard to the solvency or insolvency of Mortgagee, or the time of completion of the said receiver, and without regard to the true value of the premises or whether the same shall be then sold or otherwise disposed of, 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 a deficiency, during the full term of the period of redemption, whether there be redemption or not, as well as during any further times when Mortgagee, except for the interest of said receiver, is said to be entitled to collect rents, issues and profits, and all other powers which may be necessary or are said to be necessary to the full and complete execution and operation of the premises during the whole of said period. The Court in any such suit may authorize the receiver to apply the net proceeds in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or of any decree hereunder, 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; (b) the deficiency in case of a sale and deficiency.

9. 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 herein herein named as debtor or obligor under the note hereby secured.

10. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

11. Trustee has the duty of examining the title, location, existence or condition of the premises, or to inquire into the validity of the statements of the holder, or agents or employees of the same, or of the note or trust deed, and shall Trustee be obligated to record this trust deed in the public records, and power herein over unless expressly obtained by the terms hereof, shall be liable for any acts or omissions hereunder, except in case of fraud, gross negligence or misfeasance, or that of the agents or employees of Trustee, and it may require indemnities satisfactory to the lender, or its assigns, and power hereunder.

12. Trustee shall release this trust deed and the lien thereon 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 come before or after maturity thereof, and exhibit to Trustee the note, (expressing that all indebtedness hereby secured has been paid) when representations of 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 an identifying number purporting to be placed thereon by a person or persons hereunder, in which conforms in substance with the description herein contained of the 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 it has never placed its identifying number on 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 purports to be executed by the persons herein designated as makers thereof.

13. Trustee may assign 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, in case of the resignation, inability or refusal of Trustee, the then Recorder or 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 are hereunder Trustee.

14. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness secured hereby, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

15. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the trust deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provision of this trust deed. The provisions of the Trust and Trustee Act of the State of Illinois shall be applicable to this trust deed.

16. Notwithstanding any provision of this Trust Deed no Mortgagee is obligated to pay any indebtedness described herein unless the Mortgagee has signed the note.

Prepared By: Robert B. Anderson
The First National Bank of Chicago
One First National Plaza
Employee Banking Center
Chicago, Illinois 60670

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTRUMENT NOT SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY TRUSTEE BEFORE THE TRUST DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY
b. In Jones
Assistant Secretary, Assistant Vice President

MAIL TO CHICAGO TITLE AND TRUST COMPANY
ATTENTION: RECORDS DEPARTMENT
CHICAGO, ILLINOIS 60662

FOR RECORDER'S INDEX PURPOSES
INSERT STRIP ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

533

PLACE IN RECORDER'S OFFICE BOX NUMBER

END OF RECORDED DOCUMENT

25 405 511