THIS TRUST	DEED made this	22nd	_day of _	Augus t	, 19 <u>80</u>	., between _	August T.	Rossi and
Hollis L. Ro	ssi, his wife							
of the	Ciry		of _	Calumet Ci	ty		County of	Cook
BANK AND TRU	is (hereinafter, wheth ST COMPANY, an I er called "Trustee") V	llinois bankin	ig corporat					
WHEREAS, M	ortgagor is justly ind	ebted to the I	egal holder	(s) of the install	ment note here	einafter desc	cribed, in the su	m of <u>Seven</u>
Thousand Five	e <u>Hundred Nine</u>	ty-One and	d 20/100	Oths	<del></del>	<u></u>	<u></u> <u>-</u>	Dollar
OF RIVER OAKS	), whose corresponding to BANK AND TRUST lote, Mortgagor prom	the identification COMPANY, and the identification is a company series to pay series t	ation numb and upon t aid indebte	per of this Trust the terms and pre- edness in month	Deed), of evenues ovisions as pro	n date here vided therei	with, made pay n, (hereinafter	'Note") and delivered
f not sooner paid, o	due and may able on _	Aug	gust 28,	1984				; and
by applicable law, of the Note in legal of the Note in the Now, THERES of the Note contains the Note contains the receipt and suffollowing described of the Note Contains of the Note Contains o	e indebtednes evider all costs and o'sburs all proceedings of column the proceedings of column this Trust Deed of its there one or more, as set forth in the Not FORE, Mortgagor, to the Note contained and also in considering of which is the real estate:  d Coast Manor e Quarter of Sidian in Cook	ements, includent the Note, and "holder the Note, and "holder the red, and the pederation of discreby acknowly Unit Numbection 19	uding, with the evidence of the Note that th	nout limitation, if by the Note of and all other side the called the "E". The unearned Chargo of the indebtnes and observance One Dollar (\$1.00 oes hereby Consecting a Subdivip 36 North	reasonable attributed to realize upums which at a indebtedness side portions of tiges"; as secured here of the covenal (b) in hand pairwey and Warran it invision of the Range 1	torneys' fee on any Coll any time ma ecured here he FINANC by in accordants and agrid and for other unto Tru	s, incurred by Tateral (as definity be due or owner of the legal E CHARGE and dance with the elements of Moher good and vastee, its successive the North of the This	Frustee and/or holder ed in the Note) after ving or required to be holder(s) of the Note d insurance charge(s).  covenants and agreem tgagor as herein and aluable consideration, sors and assigns, the tast
				the "Premises".	O CO	45	25567	<b>"700</b>
hìch, together with	the property hereina	fter described	i, is called t	the "Premises",				

TOGETHER with all improvements, tenements, buildings, easements, fixtures, privileges, reservations, allowances, hereditaments and appurtenances now or hereafter thereunto belonging or pertaining; and any and all rights and interests of every name and nature now or hereafter owned by Mortgagor, forming a part of or used in connection with the real estate or the operation and co ive sience of the buildings and improvements located thereon, including, by way of enumeration but without limitation, all equipment owned by Mortgagor and used or useful in the operation of the real estate or improvements thereon or furnished by Mortgagor to tenants thereon, all machines, machinery, fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation (whether single units or centrally controlled), and all floor covering, screens, storm windows and doors, window shades, blinds, awnings, stoves, refrigerators, dishwashers, disposal units, range hoods, water heaters and blowers; in each case now or hereafter placed in, on or at the Premises, it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically enumerated,

AND TOGETHER WITH all of the rents, income, receipts, revenues, issues and profits thereof and therefrom,

AND all of the land, estate, property and rights hereinabove described and hereby conveyed and intended so to be, whether or not affixed or annexed to the real estate, are intended to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate and for the purposes hereof shall be deemed to be real estate conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the Premises unto Trustee, its successors and assigns, forever, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits are hereby expressly released and waived, for the purposes, uses and trusts herein set forth, together with all right to retain possession of the Premises after any default in the payment of all or any part of the indebtedness secured hereby or the breach of any covenant or agreement herein contained, or upon the occurrence of any Default (as hereinafter defined in paragraph 9 hereof).

This docume	nt was prepared by:	
(Name)	Joyce Gurtatows	ki

93 River Oaks Center (Address)

Calumet City, Illinois 6040 9

AND IT IS FURTHER AGREED THAT: Payment of Indebtedness. Mortgagor shall promptly pay when due each item of indebtedness secured hereby and shall duly perform and observe all the covenants and arrements herein or in the Note provided on the park of Mortgagor to be performed and observed.

First Mortgage.

(a) Mortgagor shall comply with all covenants and agreements contained in the first mortgage note (hereinafter called "First Mortgage"). Mortgagor shall complement and agreements contained in the first mortgage note (hereinafter called "First Mortgage Note") and the first mortgage or trust deed securing the First Mortgage Note (hereinafter called "First Mortgage") to be performed and observed by Mortgagor. The first mortgagee or the trustee and holder of the First Mortgage Note are hereinafter collectively called the "First Mortgagee". (a) Mortgagor shall comp

Mortgagor covenants that this Trust Deed is lawfully executed and delivered in conformity with the First Mortgage Note and First Mortgage and that no default has occurred or exists under the First Mortgage Note or First Mortgage.

(c) The terms of the First Mortgage Note or First Mortgage shall not be amended or modified without the prior written consent of holder

(d) Mortgagor shall promptly furnish to holder of the Note copies of all notices received from First Mortgage regarding the First Mortgage Note or First Mortgage.

Preservation of Premises; Liens. Mortgagor shall (a) keep the Premises in good condition and repair, without waste; (b) promptly repair, restore or rebuild all buildings or improvements now or hereafter on the Premises which may become damaged or destroyed; (c) complete, within a reasonable time, any building(s) now or at any time in the process of erection upon the Premises; (d) make no substantial repairs, within a reasonable time, any building(s) now or at any time in the process of erection upon the Premises; (d) make no substantial repairs, alterations or remodeling of the Premises unless the written consent of holder of the Note shall first have been obtained; (e) comply with all laws and municipal ordinances with respect to the Premises and the use thereof; (f) not do, or permit to be done upon the Premises, anything that might impair the value thereof, or the lien of this Trust Deed; (g) keep the Premises free from liens of mechanics and materialmen, and from all other liens, charges, claims or encumbrances, except for the liens of this Trust Deed, the First Mortgage in existence on the date hereof and current real estate taxes not yet due and payable; (h) pay when due any indebtedness which may be secured by a lien, charge or encumbrance on the Premises superior to the lien hereof, and upon request, exhibit satisfactory evidence of the discharge of such prior lien, charge or encumbrance to holder of the Note; and (i) suffer or permit no change in the general nature of the occupancy of the Premises, without the prior written consent of holder of the Note.

Inspection of Premises. Holder of the Note shall have the right to inspect the Premises from time to time at all reasonable time or times, and access thereto shall be permitted for that purpose.

Taxes. Mortgagor shall pay all general and special taxes, general and special assessments, water charges, sewer charges and other charges, fees, penalties, fires and impositions of any kind (all hereinafter generally called "Taxes") which may be levied, assessed, charged or imposed upon the Primises, when due and before any penalty attaches. Mortgagor shall promptly furnish to holder of the Note all notices of amounts due under this paragraph, and upon request, Mortgagor shall deliver to holder of the Note receipts evidencing such payments. To prevent default here under, Mortgagor shall pay in full under protest, in the manner provided by law, any Taxes that Mortgagor may desire to contest.

Insurance.

Insurance.

(a) At all times, Mortgago stall keep all buildings and improvements now existing or hereafter erected on the Premises insured in the greater of the amount or eighty percent (80%) of its full insurable value, or in an amount sufficient to pay in full the indebtedness secured by the First Mortgage and the amount of the indebtedness secured hereby, against loss or damage by fire, flood damage where holder of the Note is required by law to have its collateral so insured, and hazards included within the term "extended coverage", and for such periods as holder of the Note may require. The insurer providing such insurance may be chosen by Mortgagor subject to holder of the Note's right or refuse, for reasonable cause, to accept any insurer offered by Mortgagor. All insurance policies and renewals thereof shall be in form acceptable to holder of the Note, shall include a standard mortgage clause or endorsement in form acceptable to holder of the Note in favor of and with loss payable to Trustee for the benefit of holder of the Note, shall provide that in no event shall such polic / be cancelled without at least ten (10) days prior written notice to holder of the Note, and shall be delivered to holder of the Note. Appropriate renewal policies shall be delivered to holder of the Note not less than ten (10) days prior to the respective dates of expiration. days prior to the respective dates of expiration.

(b) In the event of loss or damage, Mortgagor shall give prompt notice to the insurer and holder of the Note, and holder of the Note is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and, in such case, Mortgagor covenants to sign upon demand all receipts, vouchers and releases required to be signed by the insurance companies. Holder of the Note, at its option, may apply all or any part of the insurance proceeds of the reduction of the indebtedness secured hereby in such order or manner as holder of the Note may elect or to the restoration or repair of the Premises. Any such application of proceeds shall not extend or postpone the due date of the montaly installments as herein and in the Note provided, or change the amount of such installments. If, as provided in this Trust Deed, the P emises are acquired by Trustee or holder of the Note, all right, title and interest of Mortgagor in and to any insurance policies and in the Note proceeds thereof resulting from loss or damage to the Premises prior to the sale or acquisition shall pass to Trustee or holder of the Note to the extent of the sums secured by this Trust Deed immediately prior to such sale or acquisition. lately prior to such sale or acquisition.

Holder's Performance of Mortgagor's Obligations. If Mortgagor fails to perform the covenants and agreements herein and in the Note contained, or if any proceeding is commenced which materially affects the interest of Trustee or holder of the Note in the Premises, including, but not limited to, eminent domain, insolvency, code enforcement, or an arrangement or proceedings involving a bankrupt or decedent, then Trustee or holder of the Note may, but shall not be require; to, make any payment or appearance or perform any act or decedent, then Irustee or holder of the Note may, but shall not be require 1 to, make any payment or appearance or perform any act herein required of Mortgagor in any form and manner deemed expedient to Trustr's or holder of the Note, and may, but shall not be required to, make full or partial payments of principal or interest on prior and co-codinate encumbrances, if any, and purchase, discharge, compromise or settle any lien, encumbrance, suit, title or claim thereof, or redeem non any tax sale or forfeiture affecting the Premises or contest any tax or assessment. Neither Trustee nor holder of the Note shall incur any liability because of anything that it may do or omit to do hereunder. Inaction of Trustee or holder 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 Mortgagor. In making any payment herein authorized, Trustee or holder of the Note shall be sole judges of the legality and validity thereof, and of the amount necessary to be paid in satisfaction thereof.

Condemnation. If the Premises, or any part thereof, shall be taken by condemnation, emined domain or other taking, or by agreement between Mortgagor, holder of the Note and those authorized to exercise such right, holder of the Note is hereby empowered to collect and receive all compensation which may be paid for any property so taken or for damages to an 'property not taken and all condemnation compensation so received shall be applied by holder of the Note as it may elect, to the immerian, reduction of the indebtedness secured hereby, less Unearned Charges, whether due or not, or to the repair or restoration of any property so damaged, provided that any excess over the amount of the indebtedness secured hereby, less Unearned Charges, shall be delivered to Mortgagor. Such application of condemnation compensation shall not extend or postpone the due dates of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments.

Default. The occurrence of any of the following shall constitute a "Default" hereunder: (a) any failure to pay any amount owing on the Note in accordance with the terms thereof or any other Obligation as defined in the Note when due; (b) if a proceeding be instituted to enforce any lien, claim, charge or encumbrance upon the Premises; (c) if a proceeding of bankruptcy, receivership, reorganization or insolvency is filed by or against Mortgagor, or any of them, or if Mortgagor, or any of them, shall make any assignment for the benefit of creditors; (d) if the Premises be placed under the control or custody of any court; (e) if Mortgagor abandons the Premises; (f) if any statecreditors; (d) if the Premises be placed under the control or custody of any court; (e) if Mortgagor abandons the Premises; (f) if any statement, representation, covenant or warranty of Mortgagor herein or in any other writing at any time furnished by Mortgagor to Trustee or holder of the Note is untrue in any material respect as of the date made; (g) if a default pursuant to paragraph 13 hereof shall occur; or (h) any failure to timely perform or observe any other covenant or agreement of Mortgagor contained in the Note or in this Trust Deed, which failure shall continue for a period of three (3) days. To the extent permitted by applicable law, whenever a Default shall have occurred, at its option, without notice or demand to Mortgagor or any party claiming under Mortgagor, and without impairing the lien created hereby or the priority of said lien or any right of Trustee or holder of the Note, holder of the Note may declare all unpaid indebtedness secured hereby, less Unearned Charges, immediately due and payable and apply toward the payment of all unpaid indebtedness secured hereby any indebtedness of Trustee or holder of the Note to Mortgagor. For the purposes of subclause (c) of this paragraph 9 only, the term "Mortgagor" shall mean and include not only Mortgagor, but also any beneficiary of a trustee mortgagor and each person who, as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon any part of the indebtedness secured hereby.

who, as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon any part of the indebtedness secured hereby.

10. Foreclosure. When the indebtedness secured hereby, or any part thereof, shall become due, whether by acceleration or otherwise, and is not paid in accordance with the terms as herein and in the Note provided, Trustee or holder of the Note shall have the right to foreclose the lien hereof and to exercise any right, power or remedy as herein or in the Note provided, or by law or in equity conferred. In any suit or proceeding to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale to be paid out of the rents, or the proceeds of such sale, all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holder of the Note for court costs, attorneys' fees, trustee's fees, appraiser's fees, expenditures for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title as Trustee or holder of the Note may deem necessary either 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 to or the value of the Premises. To the extent permitted by applicable law, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable by Mortgagor.

11. Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order

Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority to the extent permitted by applicable law: First, on account of all costs and expenses incident to the foreclosure proceedings including, without limitation, all items enumerated in paragraph 10 above; second, all other items which, under the terms hereof, constitute indebtedness secured hereby additional to that evidenced by the Note; third, all sums remaining unpaid on the Note, less Unearned

- Charges; and, fourth, any surplus to Mortgagor, its heirs, legal representatives, successors or assigns, as their rights may appear. To the extent permitted by applicable law, in case of payment of said indebtedness after the preparation or filing of any suit, and prior to the entry of any judgment or decree, areasonable sum for legal remices rendered to the time of such payment that be allowed, which, together with any sum paid for continuation of legicle ice of title, fourt costs, standard legal, and extends a fisch proceedings shall be additional indebtedness secured help.

  12. Receiver. Upon, or at any time after the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice to Mortgagor or any party claiming under Mortgagor, without requiring hand, without requiring to the solvency of insolvency of any percenticable for payment of the
- appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice to Mortgagor or any party claiming under Mortgagor, without requiring bond, without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the Premises or the occupancy thereof as a homestead. Trustee or holder of the Note may be appointed as such receiver. Such receiver shall have power to manage, rent, and collect the rents, issues and profits of the Premises, due and to become due, during the pendency of such foreclosure suit and during the full statutory period of 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 from the Premises in his hands in payment in whole or in part of (a) the indebtedness secured hereby or the indebtedness secured by any decree foreclosing this Trust Deed, or any tax, special assessment or other liens which may be or become superior to the lien hereof or such decree, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency. sale; or (b) the deficiency in case of a sale and deficiency.
- sale; or (b) the deficiency in case of a sale and deficiency.

  13. Restrictions on Transfer. It shall be an immediate Default hereunder if, without the prior written consent of holder of the Note, any of the following shall occur: (a) if Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of all or any part of the title to the Premises; (b) if Mortgagor is a trustee, then if any beneficiary of Mortgagor shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of such beneficiary's beneficial interest in Mortgagor; (c) if Mortgagor is a corporation, or if a corporation is a beneficiary of a trustee mortgagor, then if any shareholder of such corporation shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any such shareholder's shares in such corporation, and such sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation results in a change in the voting control of such corporation, provided, that if such corporation is a corporation whose stock is publicly traded on a national securities exchange or on the "Over The Counter" market, then this such corporation; or (d) if Mortgagor is a partnership or joint venture, or if any beneficiary of a trustee mortgagor is a partnership or joint venture shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any part of the partnership interest or joint venture interest, as the case may be, of such partner or joint venturer. Provided, however, that the foregoing provisior of this paragraph 13 shall not apply to the liens of this Trust Deed, the Fi
- date hereof and current real escapatives not yet due and payable.

  Title in Mortgagor's Successor. If the ownership of the Premises becomes vested in a person other than Mortgagor, Trustee or holder of the Note, without notice to Mortgiger, may deal with such successor in interest with reference to this Trust Deed and the indebtedness secured hereby in the same manner as with Mortgagor, and may forbear to sue or may extend time for payment of the indebtedness secured hereby, without discharging or in any way affecting the liability of Mortgagor hereunder or upon the indebtedness secured hereby.
- Assignment of Rents. As additional security increunder, Mortgagor hereby assigns and transfers to holder of the Note all leases of the Premises, or any part thereof, together with all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease or agreement, whether written or verbal, it being the intention hereby to establish an absolute transfer and assignment of all the said leases and agreements, and all the said leases and agreements, and all the said the said leases and lawful attorney in its name and stead (with or without taking possession of the Premises), to rent, lease or let all or any portion of the Premises, to the real stead (with or without taking possession of the Premises), to tent, lease or let all or any portion of the Premises to any party in parties a such rental and upon such terms, in its discretion as it may determine, and to collect all said avails, rents, issues and profits a ising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and a ree nents, written or verbal, provided, however, holder of the Note shall not exercise any of the rights and powers conferred upon it here. The lease is not provided, however, holder of the Note shall not exercise any of the rights and powers conferred upon it here. The lease is not provided, however, holder of the Note shall not exercise any of the rights and powers conferred upon it here. The lease is not provided, however, holder of the Note shall not exercise any of the rights and powers conferred upon it here.
- 16. Waiver of Defense. 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 interposing the same in an action at la v upon the Note.
- be good and available to the party interposing the same in an action at lay upon the vote.

  17. Forbearance by Trustee or Holder Not a Waiver. Any delay or omission by Trustee or holder of the Note in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or, in pair or preclude the exercise of any such right or remedy. No waiver by Trustee or holder of the Note of performance of any covenant or agreement herein or in the Note contained thereafter in any manner shall affect the right of Trustee or holder of the Note to require or enforce performance of the same or any other of said covenants or agreements, and no single or partial exercise by Trustee or holder of the Note of any right or remedy hereunder shall preclude that a solution of the same or in the exercise of any other right or remedy. other or further exercise thereof or in the exercise of any other right or remedy.
- Rights and Remedies Cumulative. To the extent permitted by applicable law, all rights and remedies herein conferred upon Trustee or holder of the Note are distinct and cumulative to any other rights and remedies under this Trust Deed or afforded by law or equity, and may be exercised concurrently, independently or successively. Every right or remedy may be exercised from time to time and as often as may be deemed expedient by Trustee or holder of the Note.
- Release of Trust Deed. Trustee shall release this Trust Deed and the lien thereof upon presentation of satisfactory evidence that all indebtedness secured hereby has been fully paid and all covenants and agreements herein made by Mor green have been performed. The provisions of the "Trust and Trustees Act" of the State of Illinois as amended from time to time shall be apply able to this Trust Deed. Trustee may execute and deliver such release to, and at the request of, any person who shall, either before or after maturity thereof, produce and exhibit to Trustee this Trust Deed and the Note which bears the identification number of this Trust Deed and purports to be executed by the person(s) designated in this Trust Deed as the maker thereof, both representing that all indebtedness secured hereby has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee may accept as the Note described herein any note which bears an identification number purporting to be placed the eon by a prior trustee hereunder or which conforms in substance with the description herein contained of the Note and which purports to by executed by the persons herein designated as the makers thereof. Where the release is requested of Trustee and it has never placed its ideal in the number on the Note, it may accept as the Note 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 makers thereof.
- 20. Waiver of Liability. Neither Trustee, nor any of its agents or attorneys, nor holder of the Note, shall (a) have any duty to examine the title, location, existence or condition of the Premises, or to inquire into the validity of the signatures or the identity, capacity or a chority of the signatures on the Note or on this Trust Deed; (b) be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof; or (c) be personally liable for any acts or omissions hereunder, except in case of their own gross negligence or willful misconduct or that of the agents, attorneys or employees of Trustee or holder of the Note, and, to the extent permitted by applicable law, they may require indemnities satisfactory to them before exercising any power herein given.
- 21. Resignation of Trustee. Trustee may, at any time, resign or discharge itself of and from the trust hereby created by instrument in writing filed in the office of the Recorder or Registrar of Titles of the county in which this Trust Deed shall have been recorded or filed. In case of the resignation, inability or refusal to act of 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 are herein given Trustee.
- 22. Successors and Assigns. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagor and any and all persons claiming by, through or under Mortgagor, the same as if they were in every case named and expressed, and shall inure to the benefit of Trustee, its successors and assigns, and to holder of the Note. Each from time to time holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such from time to time holder of the Note were herein by name specifically granted such rights, privileges, powers, options and benefits.
- 23. Captions and Pronouns. The captions and headings of the paragraphs of this Trust Deed are for convenience only and are not to be used to interpret or define the provisions hereof. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable. The word "Note" shall be construed to mean 'Notes'" when more than one note is used.
- 24. Joint and Several Liability. The word "Mortgagor" shall include all such persons and all persons liable for the payment of the indebtedness secured hereby or any part thereof, and all such persons shall be jointly and severally liable hereon, and any notice from Trustee or holder of the Note to Mortgagor may be given to all Mortgagors in case of any one or more Mortgagors selected by Trustee or holder of the Note. Notwithstanding anything to the contrary herein contained, no Mortgagor is obligated to pay any indebtedness described herein unless the Mortgagor has signed the Note.
- After-Acquired Consumer Goods. To the extent that any property constituting a part of the Premises are consumer goods, notwithstanding anything contained in this Trust Deed or in the Note to the contrary, Trustee or holder of the Note shall not have a lien or security interest in after-acquired consumer goods of Mortgagor other than accessions, unless Mortgagor acquires rights in said consumer goods within ten (10) days after Trustee or holder of the Note have given value. The terms in this paragraph 25 shall be defined as set forth in the Uniform Commercial Code as enacted in Illinois from time to time.
   Governing Law. The loan secured hereby has been made, and the Note and this Trust Deed have been delivered at Calumet City, Illinois, and the rights and obligations of the parties hereunder, including matters of validity, performance, construction and enforcement shall be governed and construed in accordance with the laws of the State of Illinois.

## **UNOFFICIAL COPY**

August T. Rossi	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	Hollis L. Rossi
August 1. Noss	
ATE OF ILLINOIS ) SS  UNTY OF COOK ) SS  I, Joyce Gurtatowski  the State aforesaid, DO HEREBY CERT:: Y THAT August	, a Notary Public in and for and residing in said County, T. Rossi and Hollis L. Rossi, his wife
are	5 270
	hose name <u>sare</u> subscribed to the foregoing instrument,
peared before me this day in person and acknowledged thatthe	signed, sealed and delivered the said instrument
their free and voluntary act, for the uses and pulpo er therein	set forth, including the release and waiver of the right of homestead.
GIVEN under my hand and Notarial Seal thisday ofday	
	Agr.
IMPORTANT	Identification Number
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY RIVER OAKS BANK AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.	RIVER OAK, BANK AND TRUST COMPANY, Trustee.  By:  Assistant Trust Office, Assistant Secretary Assistant Vice President
MAIL TO:	25557700 For Recorder's index purposes, nsert street address of above described Premises here.
lace in Recorder's Office	
ox Number	

25567700