GEORGE E. COLE* LEGAL FORMS	FORM No. 206	1		. 1
	September, 1975		26461990	
TRUST DE	ED (Illinois) Note Form 1448	1983 JAN 7	PM 178 RECEIVE	A CONTRACTOR OF THE PARTY OF TH
(Monthly payment	Note Form 1448 is including interest)	1	-	
		JAN7-83 6 8 2 17 16	Whose Space For Hebourger's Use (Only one
THIS INDENTURE, I	made <u>Januar</u> v 3		JOHN J. KELLY, MARY P.	
and JEROME_JMAI	URICE, MARY JA	NE MAURICE (his wife)		ferred to as "Mortgagors," and
EDWARD O. BENSON and MARY E. BERSON (his wife). herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment are," of even date herewith, executed by Mortgagors, made payable to Bearer or EDWARD O. BENSON				
or Mary E. Fanson (his wife)				
and delivered, in and by hich note Mortgagors promise to pay the principal sum of EIGHTY THREE TUUCAND AND NO/100 (\$83,000.00) Dollars, and interest from January 4, 1983				
on the balance of princip 1 re naining from time to time unpaid at the rate of 12% per cent per annum, such principal sum and interest				
to be payable in installments as follows: FOUR THOUSAND THREE HUNDRED NINETY FIVE AND 54/100 Dollars on the 4th day of 19 83, and FOUR THOUSAND THREE HUNDRED NINETY FIVE AND 54/100 Dollars				
on the 4th day of each and er / first thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 4th day of October , 19.89; all such payments on account of the indebtedness evidenced				
by said note to be applied first to acc used and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 16% per cent per annum, and all such tar ents being made payable at960 River Road,Des_Plaines,Illinois				
or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and with an otice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall				
or at such other place is the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and with un notice, the principal sum remaining unpaid thereon, together with accured interest thereon, shall become at once due and payable, at the place of paying talforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof o, in an effect about shall occur and contained for the edges in the performance of any other agreement contained in this Trust Deed (in which event election any be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.				
NOW THEREFORE to recure the payment of the vid at actual sum of money and interest in accordance with the terms, provisions and				
limitations of the above mentioned note and of this Tru t Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the arm of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY and WARRANT unit the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, lying and being in the				
City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit: Lots 8 and 9 in Block 28 in Edgebrook Manor berg a Subdivision of Lots 27, 32, 33, 34,				
35 that part of the South West half of Lot 38 on Lot 39 lying West of road, all of Lots 40, 41, 42, 43, 44, South West half of Lot 45, 11 of Lots 47, 48, 49, 50, 51 and 52				
Lots 40, 41, 42, in Subdivision of	, 43, 44, Sout of Bronson's p	h West half of Lot 45, art of Caldwells Reserve	l of Lots 47, 48, 49, in Townships 40 and 41	50, 51 and 52 l North, Range
13 East of the T	Third Principa	l Meridian except therefr its of City of Chicago we	om that part of said 1	Lots 34 and 41
 and East of right 	nt of wav of	Chicago, Milwaukee and St	Paul Railroad Company	ar and also
except the 100 feet right of way of Chicago, Milwaukee a.d. 125 Paul Railroad in Cook County, Permanent Tax No. 10-33-325-008 10 to 8 and 10 3-25-009, Lot grand in Cook County, TOGETHER with all improvements, tenements, easements, and appurtenances the to be longing, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be cuitled thereto (which rents issues and profits are profits thereof for so long and during all such times as Mortgagors may be cuitled thereto (which rents issues and profits are profits are profits theretof which rents issues and profits are profits are profits theretof which rents issues and profits are profits are profits theretof which rents issues and profits theretof which rents issues and profits theretof the profits theretof the profits theretof the profits theretof the profits the profit				
TOGETHER with all improvements, tenements, easements, and appurtenances the to belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues an profits are pledged primarily and on a parity with				
gas, water, light, power, refrigeration and air conditioning (whether single units or centrally crutrolled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor cove '185, inador beds, stoves and water heaters. All				
so long and during all such times as Mortgagors may be entitled thereto (which rents, issue an profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now to breafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally centrelled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor cove loss, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attended to not and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the remises by Mortgagors or their successors or sessings shall be part of the mortgaged complexe.				
TO HAVE AND TO HOLD the promises unto the said Trustee, its or his successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth free from all rights and herefits under and by virtue of the Homesteed Ferencia' of the Steet of Blencis which				
said rights and centerity Mortgagors do nercey expressive release and waive. This Trust Deed consists of two pages, The covenants, conditions and provisions appearing on page 2 (t. a reverse side of this Trust Deed)				
are incorporated herein by reference and hereby are made a part hereof the same as though they were here so out a fell and shall be binding on Mortgagors, their heirs, successors and assigns. Witness the hands and seals of Mortgagors the day and year first above written.				
\}	(Sold Dr.		×1/1
PRII TYPE	EASE NT OR NAME(S)	OHN J. KELLY	(Seal) Jerone J. MAN	RIC. (Seal)
BE	LOW TURE(S)	Mary P. Kellet	(Seal) Moneton	re Ma in el (Scal)
Pa-s 6 3100 · -		IARY P. KELLY		IRICE (
State of Illinois, Coun			HEREBY CERTIFY thatJO	
HAT!	IMPRESS	KELLY, JEROME J. MA	URICE and MARY JANE MA be the same persons whose na	URICE,
		subscribed to the foregoing	instrument, appeared before me the	his day in person, and acknow.
		edged that they signed, free and voluntary act, for waiver of the right of home	sealed and delivered the said instr the uses and purposes therein set estead.	forth, including the release and
Given under my sond and official seal, this third day of January 1983				
This interior was prepared by Peter G. Karahalios, Attorney at Law, Suite 500 155 No. Michigan Ave., Checago, Illinois 60601				
	(NAME AND ADI	DRESS)	ADDRESS OF PROPERTY:	7.5
	Potes 0 -	mahali	Chicago, Illinois	60646 B
MAIL TO: ADDRE			Chicago, Illinois (Chicago, Illi	STATISTICAL PART OF THIS OF TH
ADDRI		chigan Ave., Ste. 500	John J. Kelly and Je-	rome J.
•			Maurice (Name)	SE S
OR RECOI	RDER'S OFFICE BOX	K NO	(Address)	ago, 11 6U046

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) pay when the 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 discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.

2. Mortgagors shall pay before any penalty attaches all 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 service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note statute, any pay or assessment which Mortgagors may desire to contest.

Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by first, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebteness 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, 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. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any in sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all spen es paid or incurred in connection therewith, including reasonable attorneys? fees, and any other moneys advanced by Trustee or the hold, so, "note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action bytein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable with ut notice and with interest thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a variety of any right accruing to them on account of any default hereunder on the part of Mortgagors.

payane with our nounce and with metrest increon at the rate of eight per cent per annum, inaction of trustee or holders of the fiole shall never be conside, do a "aviete of any right accruling to them on account of any default hereunder on the part of Mortgagors.

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

6. Mortgagors sha "a) each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holder, of the principal note, and without notice to Mortgagors, all upaid indebtedness secured by this Trust Deed shall, not withstanding anything up to principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case, chault shall occur and continue for three days in the profermance of any other agreement of the Mortgagors herein contained, or in the event said premises are sold, transferred, assigned or articles of recement When the indebtedness fer by secured shall be become due the first of the first of the note of rusts eshall have the right to forcelose the lien hereof and also shall have all other trips provided by the laws of debtedness in the decree for sale all expect ditty as a layer of decementary and expert evidence, stengarphers' charges, publication costs and costs (which may be estimated as to items to be excended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar and assurances with respect to title as Trustee or holders of the note for the samples of the premises. I addition, all expenditures and expert eviden

8. The proceeds on 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 the items as are mentioned in the preceding paragraph hereof; seed, and, all other items which under the terms hereof constitute secured indebt does additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest tremaining unpoints of the proceedings of the proceedings

9. Upon or at any time after the filing of a complaint to foreclose this Trus. Dec., the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after size. At out notice, without regard to the solveney or insolveney of Mortagaors at the time of application for such receiver and without regard to the time value of the premises or whether the same shall be then more careful as a homestead or not and the Trustee hereunder may be appointed as such rece. For such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in care of a sale and a deficiency, during the full statutory to such receiver, would be entitled to collect such rents, issues and profits, and all other powers when may be necessary or are usual in such cases for a the protection, possession, control, management and operation of the premises during the whole of adependent of the time may of 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 of decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or "some superior to the lien hereof or of such decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or "some superior to the lien hereof or of such decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or "some superior to the lien hereof or of such provided such application is made prior to foreclosure sale; (2) the deficiency in case or a sale and "some the lien hereof or of such premises."

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 no be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be mitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Tillice of bligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liably for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he are or incommended in the control of the satisfactory to him before exercising any power herein given.

satisfactory to him before exercising any power herein given.

13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evic in a that all in-orders secured by this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evic in a that all in-orders 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 control which before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all in-orders hereof secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a succest or true ensures a secured by a prior trustee hereonder or which conforms in substance with the description herein contained of the principal note and which are executed by a prior trustee hereunder or which conforms in substance with the described herein, he may accept as the persons herein designated as the makers thereof, and where the release is requested of the original trustee and the principal note described any note which bear described of the original trustee and the principal note described on your order which are the principal note described of the original trustee and the principal note described and which purports to be executed by the persons herein designated as the makers thereof, in substance with the description herein contained of the principal note herein described any note which bear necorded or filed. It is a substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, __Chicago__Tifle_and_Trust_Company shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are stuated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are 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 at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER, THE NOTE SECURED BY THIS TRUST DEED
SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE
TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has I

identified herewith under Identification No. - ONE

END OF RECORDED DOCUMENT

26461990

with payment