LEGAL FORMS September, 1975		20307327			
TRU Gwantally b	IST DEED (Illinois) se with Note Form 1448 ayments including interest)	983 FEB 15	PM 07		, a 4 With
		FEB-15-83 7 0 97%	e Abgye Space For Record	ler's Use Only-	16.11
HIS INDENT	URE, made Februa	ry 26, 19 80, between	Stefan Kuemm	and Gertrud	Kuemm,
	his wi	re Bank & Trust Co. N.		herein referred to as "Mo	ortgagors," and
nerein referred ermed "Installr	to as 'Trus.ce." witnesseth: nent Note," / even date h	That, Whereas Mortgagors are justle erewith, executed by Mortgagors, m	y indebted to the legal I ade payable to Bearer	iolder of a principal pro	omissory note,
to be payable on the 5th on the 5th sooner paid, she was a second of said install per control of said install per	in ree Thous and S of philips was a following and a port of April day of April day of each and every more all be due on the 5th be applied first to accrued nents constituting principal, ent per annum, and all such or at such other place as of the legal holder thereof an due and payable, at the place cordance with the terms there is Trust Deed (in which ever severally waive presentment EREFORE, to secure the pahe above mentioned note as the performed, and also in these presents CONVEY are estate, right, title and interkie (except that paub's West Borde	gors promise to pay the principal sun ix Hundred Twelve & YMAXAWAXAWAXAWAXAWAXAWAXAWAXAWAXAWAXAWAXA	40/Dollars, TON THE CONTROL OF THE PAYMENT OF THE P	and 10/100 payment of principal and account of the indebted nainder to principal; the ja ate for payment thereof, rust Co. N. A. appoint, which note furthe tether with accrued interes when due, of any installm the performance of any of three days, without notice ordance with the terms, and agreements herein co occipt whereof is herein co occipt whereof is AND STATE OF ILL erro Avenue) in W. 1/4 of Se	DEMONDRANESK ——Dollars ——Dollars interest, if not loses evidenced portion of each at the rate of re provides that st thereon, shall tent of principal other agreement e), and that all provisions and ntained, by the acknowledged, ed Real Estate, LINOIS, to wit: 1 Evanston ection 22,
Townshi the Pla Illinoi	p 41 North, Ran t thereof recor s.	ge 13, E. of the Thi ded July 10, 1924 as	rd Principal No.	Meridian, acco	ording to ook County,
TOGET so long and c said real esta gas, water, li stricting the of the forego all buildings cessors or as: TO HA and trusts he said rights a This Tr are incorpor: Mortgagers.	HER with all improvements luring all such times as Mor te and not secondarily), an foregoingh, screens, window ing are declared and agreed and additions and all simila signs shall be part of the me VE AND TO HOLD the pre- erien set forth, free from all not benefits Mortgagors do lust Deed consists of two patted atted herein by reference and their heirs, successors and as	emises unto the said Trustee, its or h rights and benefits under and by vir- nereby expressly release and waive, ges. The covenants, conditions and p hereby are made a part hereof the sa	nances thereto belonging, a h rents, issues and profits a rarticles now or hereafte inits or centrally controlled ndows, floor coverings, in es whether physically atta riticles hereafter placed in is successors and assigns, for the Homestead Exer- rovisions appearing on pay me as though they were h	are page a primarily and reference to recon used i), and watth ion, included by the characteristic for the page of the purposes, and the premises by a single prevention Laws of the State are 2 (the reverse side of	on a parity with I to supply heat, ling (without re- ater heaters. All it is agreed that ors or their suc- and upon the uses of Illinois, which this Trus, Deed)
	PLEASE		(Seal) (Seal)	Janther	1111 (Sal)
	PRINT OR TYPE NAME(S)			AN Kuemm	<u> </u>
	BELOW SIGNATURE(S)		(Seal)	with thinks	<u>uuu</u> (Seal)
State of Illin	ois, County ofCO	okss.,	I the undersign	RUD KALCONN ned, a Notary Public in an	
blate of film	vis, county or	in the State aforesaid, I	O HEREBY CERTIFY and Gertrud I	that	
	IMPRESS SEAL HERE	personally known to me subscribed to the forego edged that they sign	to be the same person Sing instrument, appeared bed, sealed and delivered thor the uses and purposes	whose name S are refore me this day in person re said instrument as	ce on, and acknowl- their
	my hand and official seal		day of Februa	ary CA FOLLS	19_80
	expires <u>AY COMMODIUM L</u> BY: 1886 PECPAREDEN, L	Asst. Vice President		19AT	O Notary Public
	3400 W. Lawrence Chicago, IL. 6062	rust Company N. A. e-Avenue goress)	ADDRESS OF PROPI 8631 Skokie	_Blvd	X Con
	(ank & Trust Co.N. A.		inois SS IS FOR STATISTICAL O IS NOT A PART OF THIS	DOCUMENT
MAIL TO:	ADDRESS 3400 W.	Lawrence Avenue	TRUST DEED SEND SUBSEQUENT T		
	CITY AND Chicago	. Ill. ZIP CODE 60625	524 VIII	Yame)	NUMBER
0-12319 or	RECORDER'S OFFICE BO	х NO. 35		ddraes)	BER

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE REGINS.

- 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 express we subordinated to the lien hereof; (4) 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 discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any buildings or 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 the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, 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 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 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 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. in c. se of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore require of the respective dates of expiration.

 4. in c. se of default therein, Trustee or the holders of the note may, but need not, make full or partial payments of principal or interest on prior encuntorances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any is a sac or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all extenses in the prior title of the purposes herein authorized and all extenses in the project the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action it extenses in the project the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action it extenses in the project the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action it extenses the project of the mortgaged premises and the control of the project of the more shall become immediately due and payable without note 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 wait or of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the lolders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valid of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay ach item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the puncipal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the puncipal 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 default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secund shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have an eight to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debit in an suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures in dexpenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys fees, Trustee's fees, appraiser's fees, out we for focumentary and expert eighteen, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after citry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and simil or to a 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 ende ce 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. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and it. The first of the premises of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and it. The first of the premises of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and it. The first of the premises of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and it. The first of the premises of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and it. The first of the premises of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and it.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed at a pplied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all the transparent as a sale mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; hird, all principal and interest remaining unpid: fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint 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 solveney or insolveney of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver shall have power to collect the rents, issues and profits of said profits of said profits of said the profits of said may be appointed as such receiver shall have power to collect the rents, issues and profits of said may deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times wher Mortg gors, except for the intervention of such receiver, would be entitled to collect such rems, issues and profits, and all other powers which may be nece arry or are usual in such cases for the protection, possession, control, management and operation of the promises during the whole of said, "ric. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The in ext "ricss secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become so a for to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and do, fecture
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to ar / defense which would not 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 un reto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the fitts, tocation, extreme, or examine or one promotes have been formed any as for a missions this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any as for a missions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employers of Trustee, and he may require inc mattice 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 evidence that at 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 principal note, representate that all indebts on hereby secured has been naid, which representation Trustee may accept as true without monitor. Whose release first trusted at a substance with the described any note which hears a certificate of identification purporting to be excuted by a prior trustee hereunder or which conforms in substance with the described in the conformation of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is required of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein. Be may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

 14. Trustee, may region by instrument invaling filed to be affected.
 - 14. Trustee may resign 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 death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, intuity or refusal to act, the then Re order of Deeds of the country in which the premies are situated 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 companiation for all pats 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 sate, or this I rust Deed.

The Installment Note mentioned in the within Trust Deed has been

IMPORTANT

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2650792

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

identified herewith under Identification No.	
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END OF RECORDED DOCUMENT