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GEORGE E. COLE			FORMNO. 206	1			
LEGAL FORMS -	TRUST DEED (ILLINO)		April, 1980				
	For Use With Note Form (Monthly Payments Including						
	CAUTION: Consult a lawyer before using or act All warranties, including merchantability and fo	ing under this for ness, are exclude	nt.				
THIS INDENTUR	E.made April 26,	JUL-2	2-83 7,183 3	2669	9914 A	— REC	10.0
	id Medina and Mirna M	edina, I	his wife		266999	· ·	
						14	
1938 N.		cago (CITY)	Illinois (STATE)		*		
herein referred to a	"Mortgagors," and	(0/11)	(317(5)	.			
	Bank & Trust Co. N.A.	icaco	Illinoia				
<u> </u>		icago (CITY)	Illinois (STATE)				
hereir refer ed to a	s "Trustee," witnesseth: That When	eas Mortgago d''Installmen	ors are justly indebted	The A	bove Space For Re	ecorder's Use Only	
herewith cuted	s "Trustee," witnesseth: That Wher of a principal promissory note, terme by Mortgagors, made payable to Be omise to pay the principal sum of	arer and deliv	veted, in and by which Thousand TW	enty three &	80/100		
Dollars, and inte	it fro 1	on the	balance of principal re	maining from time to	time unpaid at the r	rate of <u>16</u> per c	ent
Dollars on the	19 day of September 1	₉ 83 _{and 0}	ne hundred s	ixtv six & 95	5/100		
the	v of each ar a every nonth thereafter	r until said no	te is fully paid, except	that the final navmen	t of principal and in	iterest, if not sooner n	nid.
shall be due on the to accrued and unp	19th ayof August	19 <u>90</u> al	l such payments on ac e remainder to princit	count of the indebtedn al; the portion of each	ess evidenced by sa of said installment	aid note to be applied to s constituting principal	irst l. to
the extent not paid	when due, to bear inter at after the	date for pay	ment thereof, at the r		ent per annum, an	d all such payments be	ing
made payable at a holder of the note r	Albany B ak ? That and the same of the sam	oint, which n	ote further provides t	hat at the election of th	e legal holder there	other place as the le cof and without notice,	gal the
case detault snatt o	cur in the payment, when due, of a r	vinstallment	of brancinal of interest	in accordance with th	e terms thereof or	in case default shall or	YHIT
expiration of said t protest.	ree days in the performance of any of hree days, without notice), and that	all proies th	ei to severally waive	usi Deed (in which eve presentment for paym	ent, notice of disho	made at any time after onor, protest and notic	the e of
NOW THERE	FORE, to secure the payment of the	said p.incipa	ls of money and in		th the terms provis	cione and limitations of	the
acove mentioned n	ate and afthis Tour Devil		or money and m	terest in accordance wi	bud	sions and miniations of	me
WADDANT	ote and of this Trust Deed, and the p	erformance of d paid, the i	the corenants and ag	reements herein contai	ined, by the Mortes	rears to be performed.	and
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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 BEGINS:

- 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 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 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.
- 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 street 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 rights to be evidenced by the standard mortgage clause to at ached 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 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 Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, it an and purchase, discharge, compromise or settle any lax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forf itm: affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid of not ared in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note to protec the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized have be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with, and the content of more precent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to the non-xount of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or sumate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any 12x assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item o ind by chess herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal or, i.e., and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the 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 default shall occur and ontinue for three days in the performance of any other agreement of the Mortgagors
- 7. When the indebtedness hereby secured shall or and 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 the light to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any and foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenditures and expendent and the paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for does and tary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry and expert evidence, stenographers' charges, publication costs and costs (which may be estimated on holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to 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 expe ditury and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (3) any of the victor of the make any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plaintiff, claims at or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or proceeding including but not limited to probate and bankr
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and a p! d in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such iter is a cre mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness addition it to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; four h 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 Cou t in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without no 'ce, with out regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value o. ... e remises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such. et a. ... a 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 statutory period for redemption, whether there be redemption or not, as well as during any further times when a fort, and or a contract the 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 peric. ... a 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 induce doness secured hereby, or by any decree foreclosing this Trust Deed, 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; (2) the deficiency in case of a sale and deficit to any classes which would not
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any catenie 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 are eto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be colie ated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any z.ts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require in demnities 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 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 either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereinder or 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 the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he 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 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, inability or refusal to act, the then Recorder of Deeds of the county in which the premises 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 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.

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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 Installme	nt Note i	mentioned	in the	within	Trust	Deed	nas	beer		
identified herewith under Identification No.										

END OF RECORDED DOCUMENT