

679158 / 18935-7

CHARGE TO (NAME)



TRUST DEED  
THIS IS A  
JUNIOR MORTGAGE

26237610

THIS INSTRUMENT WAS PREPARED BY

Sharin C. Reeger  
COLUMBIA NATIONAL BANK OF CHICAGO  
5250 N. Harlem Ave., Chicago, Ill.

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made May 14, 19 82, between

Russell J. Lightfoot and Millicent A. Lightfoot, his wife,  
herein referred to as "Mortgagors", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago,  
Illinois, herein referred to as TRUSTEE, witnesseth:  
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said  
legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Seven thousand two hundred ninety five and 40/100-----Dollars,  
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER  
Columbia National Bank of Chicago  
and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in instalments as follows:

Two hundred two and 65/100-----Dollars

or more on the 26th day of June 19 82 and Two hundred two and 65/100-----  
Dollars or more on the 26th day of each month thereafter, to and including the 26th day of  
April 19 85, with a final payment of the balance due on the 26th day of May 19 85, with  
interest from 5-27-82 on the principal balance from time to time unpaid at the rate of 19.57 per  
cent per annum; each of said instalments of principal bearing interest after maturity at the rate of 19.57 per cent per annum,  
and all of said principal and interest being made payable at each banking house or trust company in Chicago  
Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office  
of Columbia National Bank of Chicago in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms,  
provisions and limitations of this trust deed, and the performance of the covenant and agreements herein contained, by the Mortgagors to be performed  
and also in consideration of the sum of One Dollar in hand paid, the receipt hereof 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, situate,  
lying and being in the City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS  
to wit:

Lot 34 in Oriole Park Village (South Half) subdivision of  
part of Lot 4 in A. Hemingway's subdivision of part of the  
Southeast quarter of Section 1 and part of the Northeast  
quarter of Section 12, Township 40 North, Range 13 East of  
the Third Principal Meridian.

10.00

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1982 MAY 21 PM 2:50

Sidney H. Olson  
RECORDER OF DEEDS  
26237610

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  
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, inador 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 s and seal s of Mortgagors the day and year first above written.

Millicent A. Lightfoot [SEAL] Russell J. Lightfoot [SEAL]

STATE OF ILLINOIS, I, James V. Cortese  
County of DuPage ss. A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
Russell J. Lightfoot and Millicent A. Lightfoot

who are personally known to me to be the same person s whose name s are subscribed to the  
foregoing Instrument, appeared before me this day in person and acknowledged that they  
signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and  
purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of May 19 82.  
My Commission Expires Feb. 8, 1983 [Signature] Notary Public.

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

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

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 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 or windstorm (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 moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in accordance with the terms of the policies, and shall deliver to Trustee for the benefit of the holders of the note, such insurance policies, in case of loss or damage, to the satisfaction 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 expiration of the existing policies.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required to encumberances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be a first lien in priority to the lien hereof, and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the post maturity rate set forth in 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 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 estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, outlays for documentary and other evidence, stenographers' charges, publication costs and costs (which may be estimated, as to items to be expended after entry of the decree) for procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to the premises, and the cost of such items to be reasonably 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. All expenditures and expenses of the nature in the paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the post maturity rate set forth in the note shall be a first lien in priority to the lien hereof, and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the post maturity rate set forth in 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 Mortgagors.

8. The proceeds of 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 such items as are 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, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this 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 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. 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 statutory period of redemption, whether there be redemption or not, as well as during any further times which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises, 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 in whole or in part. (a) The indebtedness secured hereby, or by any decree, for closing 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; (b) the deficiency in case of a sale and deficiency.

10. 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 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 permitted for that purpose.

12. Trustee has no 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 authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it 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 note, representing that all indebtedness hereby secured has been paid, either by the mortgagor or by a successor trustee, such successor 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 identification number purporting to be placed thereon by a prior trustee hereunder or 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 identification number on the note described as the makers thereof; and where the release is requested of 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 the 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 resignation, inability or refusal to act of Trustee, the then Recorder or Registrar 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 to Trustee and the word "Mortgagors" when used herein shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, 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. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, 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.

16. 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 release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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

Identification No. 679158  
CHICAGO TITLE AND TRUST COMPANY,  
Trustee.  
By *[Signature]* Assistant Secretary  
Assistant Vice President

MAIL TO:  
Columbia National Bank of Chicago  
5250 N. Harlem Ave.  
Chicago, Illinois 60656  
Attn: Sharin C. Reeger

PLACE IN RECORDER'S OFFICE BOX NUMBER  
BOX 533

FOR RECORDERS' INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

7226 W. Summerdale  
Chicago, Illinois 60656

END OF RECORDED DOCUMENT