UNOFFICIAL COPY

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GEORGE E. COLE® FORM N LEGAL FORMS September.		N		
		APR 85	27497321	
TRUST DEED (Illinois) For use with Note Form 1448 (Monthly payments including inte	rest)	12		
BOX 422		The Above Space For Reco	rder's Lise Only	٠.٥٥
THIS INDENTURE, made	1985, tuary 28, 1985, t	The Above Space For Reco	321 A - REC 1 olillo	.1.00
Merchandise	National Bank	Bonnie	herein referred to as "wiorigagors,	
	nesseth: That, Whereas Mortgagors ar date herewith, executed by Mortgago	e justly indebted to the legal ors, made payable to Bearer	holder of a principal promissory i	iote,
d all and in and by which note	Mortgagors promise to pay the princip	al sum of		
\$8,30(.0)	<u>and the second </u>	Dollars, and inter-		
to be payable in'Iments as for	llows: \$134.46(e)	6 (e)	D0	ollars
on the Local day of each and ev	ery month thereafter until said note is	Tully paid; except that the man	paymonttor printing and arrivery	mand .
by said note to be applied first to ac of said installments constituting pri	3th day of March, 1 crued and unpaid interest on the unpaid interest on the unpaid interest on the unpaid interest on the unpaid when could be consumed to the country of t	aid principal balance and the re lue, to bear interest after the Merchandise Nat	mainder to principal; the portion of date for payment thereof, at the rate	e of
or at such other p	as the legal holder of the note may	, Iron time to time, in writing	gether with accrued interest thereon.	shall
or interest in accordance with the terr	ms ther of or i case default shall occur	and continue for three days in	the performance of any other agrees	ment
parties thereto severally waive preser NOW THEREFORE, to secure	the payment of the mid principal sum	of money and interest in acc	cordance with the terms, provisions	and the
Mortgagors to be performed, and a	lso in consideration of the sum of O	ne Dollar in hand paid, the i	eceint whereof is hereby acknowled	iged.
and all of their estate, right, title an	d interest therein, situa 2, lying and be	ing in the	_ AND STATE OF ILLINOIS, to	
Lot 18 in Block 11	in Cobe and McKin or	s 63rd Street an	d Sacramento Avenue	·
Subdivision of the North, Range 13, Ea	East 1/2 of the Sour	west 1/4 of Sec cipal Meridian,	in Cook County, Illi	inois
	Real Estate	Index: 19-13-321	-038 M	
TOGETHER with all improved	described, is referred to herein as the ments, tenements, easements, and appl Mortgagors, may be entitled thereto (v and all fixtures, apparatus, equipmer	ditellances therete serong, g, =	nd all rents, issues and profits thereof	i for with heat
eas water light, power, refrigeration	n and air conditioning (whether singl	e units or centrally cont on), and ventilation, including (without	t re-
all buildings and additions and all s	imilar or other apparatus, equipment of	or articles hereafter placed in t	remises by Mortgagors or their	suc-
TO HAVE AND TO HOLD the	n all rights and benefits under and by	VII the Of the Homestead Exem	phon I at 5 of the blane to	
This Trust Deed consists of two	and hereby are made a part hereof the	e same as though they were he	re set out in ull an shall be bindi	g on
Witness the hands and seals of	Mortgagors the day and year first abo	V: IV		
PLEASE PRINT OR TYPE NAME(S)	ARTHUR MARBITIES	(Seal)		Seat
BELOW SIGNATURE(S)	× Bonnie Mapolili	6(Seal)		Seal)
State of Illinois, County ofCOO	BONNIE JE MAPOLITO	I, the undersigned	d, a Notary Public in and for said Cou	ınty,
	PONNIE V. NO	FFULITIO	nat ARTHUR NAPOlillo +	 ,
IMPRESS SEAL HERE	subscribed to the fore	ne to be the same person S vegoing instrument, appeared bef	ore me this day in person, and acknow	owl-
	edged that The si free and voluntary act waiver of the right of	gned, sealed and delivered the , for the uses and purposes the homestead.	said instrument as THEID erein set forth, including the release	and
Given under my hand and official,	2017	day of _January	1984	4
Commission expires 8/1/8	<u> </u>	- Marchage	Dechrocky Notary Pr	ublic
This instrument was prepared by Marion J. Agner, Merc	handico National Bank			
Merchandise Mart (NAME ANI	Chicago, Illinois 60 Address)	ADDRESS OF PROPER 6152 S. Fran	TY: cisco	
\(\int_{NAME} Marion J \)	Agner	Chicago, Ill	inois o	ර්
Merchand:	ise National Bank	THE ABOVE ADDRESS PURPOSES ONLY AND IS TRUST DEED		3
ADDICEOU_	andise Mart	SEND SUBSEQUENT TAX		3
CITY AND Chicago	^{2,11} RハX ^{IIP} がり	—) (Nan	ne) 🗟	
OR RECORDER'S OFFICE	BOX NUN TLL	6152 S. Franc		

- 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 building or buildings evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any building or buildings onwor 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 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 the note, such rights to be evidenced by the standard mortpolicies 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 mortpolicies 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 mortpolicies 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 mortpolicies 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 mortpolicies 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 mortpolicies payable, in case of loss or damage, to Trustee for the holders of the note, such rights to be evidenced by the standard mortpolicies payable, in case of loss or damage, to Trustee for the holders of the note, such rights of the note, such righ
- 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 rare encountered from any target of mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on rare encountered from any target of the propose herein authorized from any tax sale or forfeiture 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 reasonable autometys fees, and any other moneys advanced by Trustee or the hold's 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 so much additional indebtedness secured hereby and shall become immediately due and which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and which action herein authorized may be taken, shall be so much additional members and the first and the shall be so members and the li
- 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. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the hold rs of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything a 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, contractions are default shall occur and continue for three days in the performance of any other agreement of the Mortgagors beginning the performance of the mortgagors are default shall occur and continue for three days in the performance of any other agreement of the Mortgagors beginning the performance of the mortgagors are default shall occur and continue for three days in the performance of any other agreement of the Mortgagors beginning the performance of the mortgagors are default shall occur and continue for three days in the performance of the principal or interest, continue for the mortgagors are default shall occur and continue for three days in the performance of the mortgagors are default shall occur and continue for three days in the performance of the mortgagors are default shall occur and continue for three days in the performance of the mortgagors are default shall occur and continue for three days in the performance of the mortgagors are default shall occur and continue for three days in the performance of the mortgagors are default shall occur and continue for three days in the performance of the mortgagors are default shall occur and continue for three days in the performance of the mortgagors are default shall occur and continue for three days in the performance of the mortgagors are default shall occur and continue for the mortgagors are default shall be default
- 7. When the indebtednes he change shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note of a process shall have the right to foreclose the lien hereof, and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgon-debt. 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 debtedness 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 debtedness in the decree is the same than the same and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note may be estimated as to items to expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and imilar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute as charlit 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. I as dition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured he eby any immediately due and payable, with interest thereon at the rate of eight per cent per one of the payable of the premises of the nature in this paragraph mentioned shall become so much additional indebtedness secured he eby any immediately due and payable, with interest thereon at the rate of eight per cent per one of the payable of the premises of the nature in this paragraph mentioned shall be another additional indebtedness per proceedings, to which eithe companies to the mention of the payable, with interest thereon at the rate of eight per
- 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 foreof; second, all other items which under the terms hereof constitute secured and otedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; 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 Trust the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after such inthout notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the the avalue of the premises or whether the same shall be then of Mortgagors at the time of application for such receiver and without regard to the the avalue of the premises or whether the same shall be then of Mortgagors at the time of application for such receiver may be appointed as a large receiver such receiver shall have power to collect the rents, issues and profits of said premises during the full statutory issues and profits of said premises during the pendency of such foreclosure suit and, in ca of sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further imes then Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other power which have be necessary or are usual in such cases for such receiver, would be entitled to collect such rents, issues and profits, and all other power which have be necessary or are usual in such cases for such the receiver to apply the net income in his hands in payment in whole or in part of: (', Tile indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or been mental or 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 diciency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be so open 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.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable tines 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, nor shall Trust e be of ligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for reacts or omission thereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may are indemnitive 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 eviding 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 requist of any debtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the requist of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all independent of the principal state of the state of the representation Trustee may accept as true without inquiry. Where a release is requested of a successor, trustee may accept as the genuine note herein described any note which bears a certificate of it dentification purporting to be executed by a prior trustee hereunder 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 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.

The Installment Note mentioned in the within Trust Deed has been

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.

identified herewith under Identification No.